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सं. 39] नई दिल्ली, सितम्बर 20—सितम्बर 26, 2009, शनिवार/भाद्र 29—आश्विन 4, 1931
No. 39] NEW DELHI, SEPTEMBER 20—SEPTEMBER 26, 2009, SATURDAY/BHADRA 29—ASVINA 4, 1931

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 15 सितम्बर, 2009

का.आ. 2613.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए जम्मू और कश्मीर राज्य सरकार, सिविल सचिवालय, गृह विभाग, श्रीनगर की अधिसूचना सं. (एस.आर.ओ. 288) सं. गृह/पी.बी.-1/आई.सी./2009/13 दिनांक 9 सितम्बर, 2009 द्वारा प्राप्त सहमति से श्रीमती नीलोफर जॉन धर्मपत्नी श्री शाकील अहमद तथा कुमारी आशिषा जॉन सुपुत्री अब्दुल गनी अहंगर दोनों बोन गॉव शोपियान की निवासी की क्रूर हत्या के संबंध में पुलिस स्टेशन, शोपियान (जम्मू और कश्मीर) में जम्मू और कश्मीर राज्य रणबीर पेनल कोड सम्बत् 1989 (1932 ए.डी.) (1989 का अधिनियम सं. 12) की धारा 302, 376, 326, 342, 201 तथा 120-बी के अंतर्गत प्राथमिकी सं. 112/2009 के संबंध में अन्वेषण करने तथा प्रयास करने, दुष्प्रेरणों और बह्यंत्रों तथा उसी संव्यवहार के अनुक्रम

में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध या अपराधों का अन्वेषण करने के संबंध में दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण जम्मू और कश्मीर राज्य पर करती है।

[सं.-228/46/2009-एवीडी-II]

चंद्र प्रकाश, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 15th September, 2009

S.O. 2613.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946, (Act No. 25 of 1946), the Central Government with the consent of the State Government of Jammu and Kashmir, Civil Secretariat Home Department Srinagar vide notification (SRO 288) No. Home/PB-1/IC/2009/13 dated 9th September, 2009, hereby extends the powers and jurisdiction of the members

of the Delhi Special Establishment to the whole of the State of Jammu and Kashmir for investigation of FIR No. 112/2009 under Sections 302, 376, 326, 342, 201, 120-B of the Jammu and Kashmir State Ranbir Penal Code Samvat, 1989 (1932 A.D.) (Act No. XII of 1989), registered at Police Station, Shopian (Jammu and Kashmir) relating to gruesome murder of Mrs. Neelofar Jan wife of Shri Shakeel Ahmad Ahanger and Miss Asiya Jan daughter of Shri Abdul Gani Ahanger both residents of Bongam, Shopian and attempts, abetments and conspiracies in relation to or in connection with the offences mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No.-228/46/2009-AVD-II]
CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 15 सितम्बर, 2009

का.आ. 2614.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित किए जाने वाले निम्नोत्तर अपराध का एतद्वारा विनिर्दिष्ट करती है, नामतः :-

जम्मू और कश्मीर राज्य रणबीर पेनल कोड सम्वत, 1989 (1932 ए.डी.) (1989 का अधिनियम सं. 12) की धारा 120-बी के अंतर्गत दण्डनीय अपराध ।

[सं. 228/46/2009-एवीडी-II]
चंद्र प्रकाश, अवर सचिव

New Delhi, the 15th September, 2009

S.O. 2614.—In exercise of the powers conferred by Section 3 of the Delhi Special Police Establishment Act, 1946, (Act No. 25 of 1946), the Central Government hereby specifies the following offence which are to be investigated by the Delhi Special Police Establishment, namely :-

Offence punishable under 120-B of the Jammu and Kashmir State Ranbir Penal Code Samvat, 1989 (1932 A.D.) (Act No. XII of 1989).

[No. 228/46/2009-AVD-II]
CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 18 सितम्बर, 2009

का.आ. 2615.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए 5वें अपर जिला न्यायाधीश, नेलौर, आंध्र प्रदेश के न्यायालय में आरसी-2/2002 (चानकेश्वा टेम्पल छाजराला, जिला-नेलौर, आंध्र प्रदेश से चोरों के गिरफ्त द्वारा की गई मूर्तियों की चोरी) के अथवा विधि द्वारा स्थापित पुनरीक्षण अथवा अपीलीय न्यायालयों में इन मामलों के अपील, पुनरीक्षण का

संचालन करने के लिए श्री एन. एस. नटराजन, अधिवक्ता को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं.-228/8/2009-एवीडी-II]
चंद्र प्रकाश, अवर सचिव

New Delhi, the 18th September, 2009

S.O. 2615.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure 1973 (Act No. 2 of 1974), Central Government hereby appoints Shri N.S. Natarajan, Advocate as Special Public Prosecutor for conducting R.C. 2/2002 (theft of idols committed by a gang of thieves from Channakeshwa Temple Chhajrala, Distt. Nellore, Andhra Pradesh) in the Court of 5th Additional District Judge, Nellore, Andhra Pradesh and appeals/revisions or other matter arising out of the case in revisional or appellate courts established by law.

[No.-228/8/2009-AVD-II]
CHANDRA PRAKASH, Under Secy.

वित्त मंत्रालय

(आर्थिक कार्य विभाग)

नई दिल्ली, 9 सितम्बर, 2009

का.आ. 2616.—वित्त मंत्रालय, आर्थिक कार्य विभाग की दिनांक 5 जून, 2009 की समसंख्यक अधिसूचना में आर्थिक संशोधन करते हुए, वित्त मंत्रालय, आर्थिक कार्य विभाग के निम्नलिखित अधिकारी को उनके नाम के सामने दिए गए प्रभाग के संबंध में केन्द्रीय जन सूचना अधिकारी के रूप में पदनामित किया जाता है :

क्र. सं.	नाम	पदनाम	निम्नलिखित अधिकारी के स्थान पर	निम्नलिखित संबंधित मामले
1.	श्री सुशील कुमार	अवर सचिव (सीएंडसी)	डॉ. पी.जी.एस.राव, एफआईपीबी उप निदेशक	को छोड़कर अवसंरचना एवं निवेश संबंधी मामले

[फा. सं. 1/1/2005-आरटीआई]

एस. कनकाम्बरन, अवर सचिव (आर टी आई)

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 9th September, 2009

S.O. 2616.—In partial modification Ministry of Finance, Department of Economic Affairs's notification of even number dated 5th June, 2009, the following officer of the Ministry of Finance, Department of Economic Affairs is designated as Central Public Information Officer in respect of Division mentioned against his name.

S. Name No.	Designation	Vice	Matters relating to
1. Mr. Sushil Kumar	US(C&C)	Dr. P.G.S. Rao, DD	Infrastructure & Investment excluding FIPB

[F. No. 1/1/2005-RTI]

S. KANAKAMBARAN, Under Secy. RTI

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 15 सितम्बर, 2009

क्र.आ. 2617.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त अधिनियम) के नियम 5ग और 5इ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ दिनांक कर निर्धारण वर्ष 2009-2010 के आगे संगठन शास्त्र विश्वविद्यालय, चेन्नई को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लगे 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात् :—

(i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;

(ii) अनुमोदित संगठन अपने संकाय सदस्यों, अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;

(iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत् सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;

(iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत् सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।

2. केंद्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :-

(क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा

(ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा

(ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा

(घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा

(ङ) उक्त नियमावली के नियम 5ग और 5इ के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 69/2009/फा. सं. 203/58/2009-आ.क.नि.-II]

डा. संजय कुमार लाल, अवर सचिव

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 15th September, 2009

S.O. 2617.—It is hereby notified for general information that the organization Sastra University, Chennai has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), from Assessment year 2009-2010 onwards in the category of 'other Institution', partly engaged in research activities subject to the following conditions, namely :—

(i) The sums paid to the approved organization shall be utilized for scientific research;

(ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;

(iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;

(iv) The approved organization shall maintain separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 69/2009/F.No. 203/58/2009/ITA-II]
Dr. SANJAY KUMAR LAL, Under Secy.

नई दिल्ली, 15 सितम्बर, 2009

का.आ. 2618.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5इ के साथ पठित आयकर अधिनियम, 1961 (उक्त नियमावली) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ कर निर्धारण वर्ष 2009-2010 के आगे संगठन श्री अरोबिन्दो सोसाइटी, कोलकाता को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात् :—

(i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;

(ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;

(iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा। जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो तथा उक्त अभिलेख की धारा 288 की उप-धारा (2) के समीक्षात्मक रूप में खाता परीक्षक किसी लेखाकार को अपनी खाता-बही की लेखा परीक्षा कराना और उक्त अभिलेख की धारा 139 की उप-धारा (1) के अंतर्गत आयकर विवरण प्रस्तुत करने की निष्पत्ति तक ऐसे लेखाकार द्वारा विनिश्चित सत्यापित एवं समतुल्य लेखा परीक्षा रिपोर्ट माफ़ते में क्षेत्राधिकार रखने वाले आयकर अनुसंधान आयोग आयकर निदेशक को प्रस्तुत करेगा;

(iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का आगत विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।

2. केंद्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अलग लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त दान राशि एवं प्रयुक्त राशि का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5इ के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 68/2009/फा. सं. 203/6/2009-आ.क.नि.-II]

डा. संजय कुमार लाल, अवर सचिव

New Delhi, the 15th September, 2009

S.O. 2618.—It is hereby notified for general information that the organization Sri Aurobindo Society, Kolkata has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), from Assessment year 2009-2010 onwards in the category of 'other Institution', partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of section 139 of the said Act;

- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- ceases to carry on its research activities or its research activities are not found to be genuine; or
- ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 68/2009/F. No. 203/6/2009/ITA-II]
Dr. SANJAY KUMAR LAL, Under Secy.

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 16 सितम्बर, 2009

का.आ. 2619.—रूग्ण औद्योगिक कंपनी (विशेष उपबंध) अधिनियम, 1985 की धारा 6 की उप-धारा (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री चेरियान वरगीस को बाइफर में वरिष्ठतम सदस्य होने के कारण 17 सितम्बर, 2009 से अगले ओढ़ा होने तक बाइफर के अध्यक्ष के रूप में कार्य करने के लिए प्राधिकृत करती है।

[फा. सं. 20(1)/2004-आईएफ-II]

डा. हरमीत सिंह, अवर सचिव

(Department of Financial Services)

New Delhi, the 16th September, 2009

S.O. 2619.—In exercise of the powers conferred by sub-section (5) of Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985, the Central Government hereby authorises Shri Cherian Verghese, being the Senior Most Member in BIFR to act as Chairman, BIFR from 17th September, 2009, until further orders.

[F. No. 20(1)/2004-IF-II]

Dr. HARMEET SINGH, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 27 अगस्त, 2009

का.आ. 2620.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

2. चौधरी चरण सिंह विश्वविद्यालय, मेरठ द्वारा प्रदत्त दंत चिकित्सा अर्हताओं को मान्यता देने के संबंध में, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम सं. 56 के I के सामने स्तम्भ 2 और 3 की मौजूदा प्रविष्टियों में, संतोष डेंटल कॉलेज एंड हॉस्पिटल, गजियामबाद के संबंध में निम्नलिखित प्रविष्टियां उसके अंतर्गत अन्तः स्थापित की जाएंगी, अर्थात् :-

- | | |
|--|--|
| (2) पेरियोडोन्टिक्स | एमडीएस (पेरियो.), |
| (यदि यह 23-02-2008 को या उसके बाद प्रदान की गई हो) | चौधरी चरण सिंह विश्वविद्यालय, मेरठ, उत्तर प्रदेश |
| (3) कंजरवेटिव डेंटिस्ट्री | एमडीएस (कंजरवेटिव डेंटिस्ट्री), |
| (यदि यह 23-02-2008 को या उसके बाद प्रदान की गई हो) | चौधरी चरण सिंह विश्वविद्यालय, मेरठ, उत्तर प्रदेश |
| (4) आर्थोडान्टिक्स | एमडीएस (आर्थोडान्टिक्स), |
| (यदि यह 21-02-2008 को या उसके बाद प्रदान की गई हो) | चौधरी चरण सिंह विश्वविद्यालय, मेरठ, उत्तर प्रदेश |

[फा. सं. वी-12017/13/2003-डीई]

आर. शंकरन, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 27th September, 2009

S.O. 2620.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against I of Serial No. 56, in respect of Santosh Dental College & Hospital, Ghaziabad, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948), pertaining to recognition of dental degrees awarded by Chaudhary Charan Singh University, Meerut, the following entries shall be inserted thereunder :—

- (2) Periodontics MDS (Perio.),
(if granted on or Ch. Charan Singh University,
after 23-02-2008) Meerut, Uttar Pradesh
- (3) Conservative Dentistry MDS (Cons. Dentistry),
(if granted on or Ch. Charan Singh University,
after 23-02-2008) Meerut, Uttar Pradesh
- (4) Orthodontics MDS (Ortho.),
(if granted on or Ch. Charan Singh University,
after 21-02-2008) Meerut, Uttar Pradesh"
- [F.No. V-12017/13/2003-DE]
R. SANKARAN, Under Secy.

नई दिल्ली, 27 अगस्त, 2009

का.आ. 2621.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की अनुसूची के भाग-I में एतद्द्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

2. पदमश्री डॉ. डी. वाई पाटिल सम विश्वविद्यालय, नवी मुंबई, महाराष्ट्र द्वारा प्रदत्त दंत चिकित्सा अर्हताओं को मान्यता देने के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम सं. 66 के I के सामने स्तम्भ 2 और 3 की मौजूदा प्रविष्टियों में, डॉ. डी. वाई. पाटिल डेंटल कॉलेज एंड हॉस्पिटल, नेरुल, नवी मुंबई के संबंध में निम्नलिखित प्रविष्टियां उसके अंतर्गत अन्तः स्थापित की जाएंगी, अर्थात् :-

- "vi. ओरल मेडिसिन एवं रेडियोलॉजी एमडीएस (ओरल मेडिसिन),
(यदि यह 12-06-2009 पदमश्री डॉ. डी. वाई. पाटिल सम
को अथवा उसके बाद विश्वविद्यालय, नवी मुंबई,
प्रदान की गई हो) महाराष्ट्र
- vii. ओरल पैथोलॉजी एमडीएस (ओरल पैथो.),
(यदि यह 12-06-2009 पदमश्री डॉ. डी. वाई. पाटिल सम
को अथवा उसके बाद विश्वविद्यालय, नवी मुंबई,
प्रदान की गई हो) महाराष्ट्र"

[फा. सं. वी-12017/19/2003-डीई]

आर. शंकरन, अवर सचिव

New Delhi, the 27th September, 2009

S.O. 2621.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against I of Serial No. 66, in respect of Dr. D. Y. Patil Dental College & Hospital, Nerul, Navi Mumbai, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948), pertaining to recognition of dental degrees awarded by Padmashree Dr. D. Y. Patil

Deemed University, Navi Mumbai, Maharashtra, the following entries shall be inserted thereunder :-

- "vi. Oral Medicine & Radiology MDS (Oral Med.),
(if granted on or Padmashree Dr. D. Y. Patil
after 12-06-2009) Deemed University, Navi
Mumbai, Maharashtra
- vii. Oral Pathology MDS (Oral Path.),
(if granted on or Padmashree Dr. D. Y. Patil
after 12-06-2009) Deemed University, Navi
Mumbai, Maharashtra
- [F.No. V-12017/19/2003-DE]
R. SANKARAN, Under Secy.

नई दिल्ली, 1 सितम्बर, 2009

का.आ. 2622.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात् केन्द्र सरकार उक्त अधिनियम की अनुसूची के भाग-I में एतद्द्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में सविता विश्वविद्यालय (मानद विश्वविद्यालय) चेन्नई द्वारा प्रदत्त डेंटल डिग्रियों को मान्यता दिए जाने के संबंध में सविता डेंटल कॉलेज एंड हॉस्पिटल, चेन्नई के बाने में क्रम सं. 79 के I के सामने स्तम्भ 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां उसके अंतर्गत रखी जाएंगी :-

- "कन्जर्वेटिव डेनटिस्ट्री एम डी एस (कन्ज. डेनटिस्ट्री),
(यदि यह 19-06-2008 सविता विश्वविद्यालय, (मानद
को या उसके बाद प्रदान विश्वविद्यालय), चेन्नई"
की गई हो)

[फा. सं. वी-12017/23/2002-डीई]

आर. शंकरन, अवर सचिव

New Delhi, the 1st September, 2009

S.O. 2622.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against I of Serial No. 79, in respect of Saveetha Dental College & Hospital, Chennai, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948), pertaining to recognition of dental degrees awarded by Saveetha University (Deemed University), Chennai the following entries shall be inserted thereunder:—

- Conservative Dentistry MDS (Cons. Dentistry),
(if granted on or Saveetha University,
after 19-06-2008) (Deemed University),
Chennai"

[F.No. V-12017/23/2002-DE]
R. SANKARAN, Under Secy.

नई दिल्ली, 1 सितम्बर, 2009

का.आ. 2623.— दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की अनुसूची के भाग-1 में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में एम जे पी रोहिलखंड विश्वविद्यालय, बरेली, उत्तर प्रदेश द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में क्रम सं. 61 के सामने स्तम्भ 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां उसके अंतर्गत रखी जाएंगी, अर्थात् :-

III. कोठीवाल डेंटल कॉलेज एंड रिसर्च सेन्टर, मुरादाबाद

(i) दंत शल्य-चिकित्सा निष्णात

आर्थोडोन्टिक्स

(यदि 12-5-2009 को या उसके बाद प्रदान की गई हो।)

पेरियोडोन्टिक्स

(यदि 12-5-2009 को या उसके बाद प्रदान की गई हो।)

ओरल पैथोलॉजी

(यदि 15-5-2009 को या उसके बाद प्रदान की गई हो।)

प्रोस्थोडोन्टिक्स

(यदि 15-5-2009 को या उसके बाद प्रदान की गई हो।)

ओरल सर्जरी

(यदि 15-5-2009 को या उसके बाद प्रदान की गई हो।)

पेडोडोन्टिक्स

(यदि 15-5-2009 को या उसके बाद प्रदान की गई हो।)

कन्जरक्टिव डेनटिस्ट्री

(यदि 12-5-2009 को या उसके बाद प्रदान की गई हो।)

कम्युनिटी डेनटिस्ट्री

(यदि 12-5-2009 को या उसके बाद प्रदान की गई हो।)

ओरल मेडीसिन

(यदि 12-5-2009 को या उसके बाद प्रदान की गई हो।)

एम.डी. एस. (आर्थोडोन्टिक्स) एम जे पी रोहिलखंड विश्वविद्यालय, बरेली

एम.डी. एस. (पेरियो.) एम जे पी रोहिलखंड विश्वविद्यालय, बरेली

एम.डी. एस. (ओरल पैथोलॉजी) एम जे पी रोहिलखंड विश्वविद्यालय, बरेली

एम.डी. एस. (प्रोस्थोडोन्टिक) एम जे पी रोहिलखंड विश्वविद्यालय, बरेली

एम.डी. एस. (ओरल सर्जरी) एम जे पी रोहिलखंड विश्वविद्यालय, बरेली

एम.डी. एस. (पेडोडोन्टिक्स) एम जे पी रोहिलखंड विश्वविद्यालय, बरेली

एम.डी. एस. (कन्जरक्टिव डेनटिस्ट्री) एम जे पी रोहिलखंड विश्वविद्यालय, बरेली

एम.डी. एस. (कम्युनिटी डेनटिस्ट्री) एम जे पी रोहिलखंड विश्वविद्यालय, बरेली

एम.डी. एस. (ओरल मेडीसिन) एम जे पी रोहिलखंड विश्वविद्यालय, बरेली

[फा.सं.वी-12017/48/2005-डीई]

आर. शंकरन, अवर सचिव

New Delhi, the 1st September, 2009

S.O. 2623.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 & 3 against Serial No. 61, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by MJP Rohilkhand University, Bareilly, the following entries shall be inserted thereunder :—

III. Kothiwal Dental College & Research Centre, Moradabad

(i) Master of Dental Surgery

(Orthodontics

(if granted on or after 12-5-2009)

Periodontics

(if granted on or after 12-5-2009)

MDS, (Orthodontics), MJP Rohilkhand University, Bareilly, Uttar Pradesh

MDS, (Perio.), MJP Rohilkhand University, Bareilly, Uttar Pradesh

Oral Pathology (if granted on or after 15-5-2009)	MDS, (Oral Pathology), MJP Rohilkhand University, Bareilly, Uttar Pradesh
Prosthodontics (if granted on or after 15-5-2009)	MDS, (Prosthodontics), MJP Rohilkhand University, Bareilly, Uttar Pradesh
Oral Surgery (if granted on or after 15-5-2009)	MDS, (Oral Surgery), MJP Rohilkhand University, Bareilly, Uttar Pradesh
Pedodontics (if granted on or after 15-5-2009)	MDS, (Pedodontics), MJP Rohilkhand University, Bareilly, Uttar Pradesh
Conservative Dentistry (if granted on or after 12-5-2009)	MDS, (Con. Dentistry), MJP Rohilkhand University, Bareilly, Uttar Pradesh
Community Dentistry (if granted on or after 12-5-2009)	MDS, (Com. Dentistry), MJP Rohilkhand University, Bareilly, Uttar Pradesh
Oral Medicine (if granted on or after 12-5-2009)	MDS, (Oral Medicine), MJP Rohilkhand University, Bareilly, Uttar Pradesh

[F.No. V-12017/48/2005-DE]

R. SANKARAN, Under Secy.

नई दिल्ली, 1 सितम्बर, 2009

का.आ. 2624.— दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की अनुसूची के भाग-1 में एतद्द्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में डा. बी. आर. अम्बेडकर विश्वविद्यालय, आगरा, उत्तर प्रदेश द्वारा प्रदत्त डेंटल डिग्रियों को मान्यता दिए जाने के संबंध में डी. जे. कालेज आफ डेंटल साइंसिज एंड रिसर्च, मोदीनगर के बारे में क्रमांक 58 के स्तम्भ 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां उसके अंतर्गत रखी जाएंगी :-

(ii) दंत शल्य-चिकित्सा निष्णात

पेडोडोन्टिक्स (यदि 3-6-2009 को या उसके बाद प्रदान की गई हो।)	एम.डी. एस. (पेडोडोन्टिक्स) डा. बी. आर. अम्बेडकर विश्वविद्यालय, आगरा
पेरियोडोन्टिक्स (यदि 6-5-2009 को या उसके बाद प्रदान की गई हो।)	एम.डी. एस. (पेरियोडोन्टिक्स) डा. बी. आर. अम्बेडकर विश्वविद्यालय, आगरा
ओरल पैथोलॉजी (यदि 30-5-2009 को या उसके बाद प्रदान की गई हो।)	एम.डी. एस. (ओरल पैथोलॉजी) डा. बी. आर. अम्बेडकर विश्वविद्यालय, आगरा
प्रोस्थोडोन्टिक्स (यदि 6-5-2009 को या उसके बाद प्रदान की गई हो।)	एम.डी. एस. (प्रोस्थोडोन्टिक्स) डा. बी. आर. अम्बेडकर विश्वविद्यालय, आगरा

[फा.सं.वी-12017/76/2005-डीई]

आर. शंकरन, अवर सचिव

New Delhi, the 1st September, 2009

S.O. 2624.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :-

2. In the existing entries of columns 2 & 3, in respect of D.J. College of Dental Sciences and Research, Modinagar, against Serial No. 58 in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. B. R. Ambedkar University, Agra, UP, the following entries shall be inserted thereunder :-

(ii) Master of Dental Surgery

Pedodontics

(if granted on or after 3-6-2009)

MDS, (Pedo), Dr. B. R. Ambedkar University, Agra

Periodontics

(if granted on or after 6-5-2009)

MDS, (Periodontics), Dr. B. R. Ambedkar University, Agra

Oral Pathology

(if granted on or after 30-5-2009)

MDS, (Oral Pathology), Dr. B. R. Ambedkar University, Agra

Prosthodontics

(if granted on or after 6-5-2009)

MDS, (Prosthodontics), Dr. B. R. Ambedkar University, Agra

[F. No. V=12017/76/2005-DE]

R. SANKARAN, Under Secy.

नई दिल्ली, 1 सितम्बर, 2009

का.आ. 2625.— केन्द्रीय सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :-

2. भारती विद्यापीठ विश्वविद्यालय (मानद विश्वविद्यालय), पुणे द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-C में भारती विद्यापीठ डेंटल कालेज एंड हॉस्पिटल, पुणे के बारे में क्रम संख्या 54 के I के सामने स्तम्भ 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां उसके अन्तर्गत रखी जाएंगी :-

“(vii) पेडोडोन्टिक्स

(जब 9-6-2009 को या उसके बाद प्रदान की गई हो।)

एमडीएस (पेडोडोन्टिक्स) भारती विद्यापीठ विश्वविद्यालय, (मानद विश्वविद्यालय), पुणे

(viii) ओरल मेडिसिन

(जब 9-6-2009 को या उसके बाद प्रदान की गई हो।)

एमडीएस (ओरल मेडिसिन) भारती विद्यापीठ विश्वविद्यालय, (मानद विश्वविद्यालय), पुणे”

[फा.सं.वी-12017/5/2005-डीई]

आर. शंकरन, अवर सचिव

New Delhi, the 1st September, 2009

S.O. 2625.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 & 3 against I of Serial No. 54, in respect of Bharati Vidyapeeth Dental College & Hospital, Pune, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Bharati Vidyapeeth University (Deemed University), Pune, the following entries shall be inserted thereunder :—

“(vii) Pedodontics

(if granted on or after 9-6-2009)

MDS, (Pedo.), Bharati Vidyapeeth University (Deemed University), Pune

(viii) Oral Medicine

(if granted on or after 9-6-2009)

MDS, (Oral Med.), Bharati Vidyapeeth University (Deemed University), Pune”

[F. No. V-12017/5/2005-DE]

R. SANKARAN, Under Secy.

नई दिल्ली, 1 सितम्बर, 2009

का.आ. 2626.— दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात् केन्द्र सरकार भारतीय दंत चिकित्सक अधिनियम, 1948 से परामर्श करने के पश्चात् उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा प्रदत्त डेंटल डिग्रियों की मान्यता दिए जाने के संबंध में क्रमांक 50 के सामने स्तम्भ 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियाँ उसके अंतर्गत रखी जाएंगी :-

“XIV. सी.के.एस. तेजा इंस्टिट्यूट आफ डेंटल साइंसिज एंड रिसर्च, तिरुपति

(i) मास्टर आफ डेंटल सर्जरी—

प्रोस्थोडोन्टिक्स

(यदि 21-4-2009 को या उसके बाद प्रदान की गई हो।)

एम.डी. एस. (प्रोस्थोडोन्टिक्स) एन. टी. आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश”।

[फा.सं.वी-12017/53/2005-डीई]

आर. शंकरन, अवर सचिव

New Delhi, the 1st September, 2009

S.O. 2626.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 & 3 against Serial No. 50, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by N. T. R. University of Health Sciences, Vijayawada, AP, the following entries shall be inserted thereunder :—

“XIV. C. K. S. Teja Institute of Dental Sciences & Research, Tirupati

(i) Master of Dental Surgery

Prosthodontics

(if granted on or after 21-4-2009)

MDS (Prosthodontics), N.T.R. University of Health Sciences, Vijayawada, Andhra Pradesh.

[F.No. V. 12017/53/2005-DI]

R. SANKARAN, Under Secy.

नई दिल्ली, 3 सितम्बर, 2009

का.आ. 2627.— दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की अनुसूची के भाग-1 में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर द्वारा प्रदत्त डेंटल डिग्रियों को मान्यता दिए जाने के संबंध में क्रमांक 72 के सामने स्तम्भ 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियाँ उसके अंतर्गत रखी जाएंगी :-

VII. दर्शन डेंटल कालेज एंड हास्पिटल, उदयपुर, राजस्थान

(i) दंत शल्य-चिकित्सा निष्णात

प्रोस्थोडोन्टिक्स

(यदि 2-6-2009 को या उसके बाद प्रदान की गई हो।)

एम.डी. एस. (प्रोस्थो.), राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर

(ii) ओरल मेडीसिन एंड रेडियोलॉजी

(यदि 2-6-2009 को या उसके बाद प्रदान की गई हो।)

एम.डी. एस. (ओरल मेडीसिन एंड रेडियोलॉजी); राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर

(iii) कन्जरवेटिव डेंटिस्ट्री

(यदि 2-6-2009 को या उसके बाद प्रदान की गई हो।)

एम.डी. एस. (कन्जर. डेंटिस्ट्री), राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर

(iv) पेडोडोन्टिक्स

(यदि 1-6-2009 को या उसके बाद प्रदान की गई हो।)

एम.डी. एस. (पेडोडोन्टिक्स), राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर

(v) आर्थोडोन्टिक्स (यदि 2-6-2009 को या उसके बाद प्रदान की गई हो।)	एम.डी.एस. (आर्थो), राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर
(vi) ओरल एंड मेक्सिलोफेशियल सर्जरी (यदि 2-6-2009 को या उसके बाद प्रदान की गई हो।)	एम.डी. एस. (ओरल एंड मेक्स. सर्जरी), राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर
(vii) पेरियोडोन्टिक्स (यदि 2-6-2009 को या उसके बाद प्रदान की गई हो।)	एम.डी. एस. (पेरियो.), राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर
(viii) कम्युनिटी डेंटिस्ट्री (यदि 2-6-2009 को या उसके बाद प्रदान की गई हो।)	एम.डी. एस. (कम्युनिटी डेंटिस्ट्री), राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर

[फा. सं.वी-12017/60/2005-डीई]

आर. शंकरन, अवर सचिव

New Delhi, the 3rd September, 2009

S.O. 2627.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 & 3 against of Serial No.72, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Rajasthan University of Health Sciences, Jaipur, the following entries shall be inserted thereunder :—

VII. Darshan Dental College & Hospital, Udaipur, Rajasthan

(i) Master of Dental Surgery

(i) Prosthodontics (if granted on or after 2-6-2009)	MDS (Prosthodontics), Rajasthan University of Health Sciences, Jaipur
(ii) Oral Medicine & Radiology (if granted on or after 2-6-2009)	MDS (Oral Medicine & Radiology), Rajasthan University of Health Sciences, Jaipur
(iii) Conservative Dentistry (if granted on or after 2-6-2009)	MDS (Conservative Dentistry), Rajasthan University of Health Sciences, Jaipur
(iv) Pedodontics (if granted on or after 1-6-2009)	MDS (Pedodontics), Rajasthan University of Health Sciences, Jaipur
(v) Orthodontics (if granted on or after 2-6-2009)	MDS (Orthodontics), Rajasthan University of Health Sciences, Jaipur
(vi) Oral & Maxillofacial Surgery (if granted on or after 2-6-2009)	MDS (Oral & Maxillofacial Surgery), Rajasthan University of Health Sciences, Jaipur
(vii) Periodontics (if granted on or after 2-6-2009)	MDS (Periodontics), Rajasthan University of Health Sciences, Jaipur
(viii) Community Dentistry (if granted on or after 2-6-2009)	MDS (Community Dentistry), Rajasthan University of Health Sciences, Jaipur.

[F.No. V-12017/60/2005-DI:]

R. SANKARAN, Under Secy.

नई दिल्ली, 3 सितम्बर, 2009

का.आ. 2628.— दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की अनुसूची के भाग-1 में एतद्वारा निम्नलिखित संशोधन करती है. अर्थात् :—

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर द्वारा प्रदत्त डेंटल डिग्रियों को मान्यता दिए जाने के संबंध में क्रमांक 72 के सामने स्तम्भ 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां उसके अंतर्गत रखी जाएंगी :-

“VIII पेसिफिक डेंटल कॉलेज, उदयपुर

(i) दंत शल्य-चिकित्सा विभागात्

पेरियोडोन्टिक्स

(यदि 30-5-2009 को या उसके बाद प्रदान की गई हो।)

(ii) ओरल सर्जरी

(यदि 30-5-2009 को या उसके बाद प्रदान की गई हो।)

(iii) ओरल मेडिसिन एंड रेडियोलॉजी

(यदि 4-6-2009 को या उसके बाद प्रदान की गई हो।)

(iv) प्रोस्थोडोन्टिक्स

(यदि 4-6-2009 को या उसके बाद प्रदान की गई हो।)

(v) ओरल पैथोलॉजी

(यदि 4-6-2009 को या उसके बाद प्रदान की गई हो।)

(vi) पेडोडोन्टिक्स

(यदि 4-6-2009 को या उसके बाद प्रदान की गई हो।)

(vii) कन्जरवेटिव डेंटिस्ट्री

(यदि 4-6-2009 को या उसके बाद प्रदान की गई हो।)

(viii) आर्थोडोन्टिक्स

(यदि 4-6-2009 को या उसके बाद प्रदान की गई हो।)

(ix) कम्युनिटी डेंटिस्ट्री

(यदि 4-6-2009 को या उसके बाद प्रदान की गई हो।)

एम. डी. एस. (पेरियोडोन्टिक्स), राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर

एम. डी. एस. (ओरल सर्जरी), राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर

एम. डी. एस. (ओरल मेडिसिन एंड रेडियोलॉजी), राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर

एम. डी. एस. (प्रोस्थोडोन्टिक्स), राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर

एम. डी. एस. (ओरल पैथोलॉजी), राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर

एम. डी. एस. (पेडोडोन्टिक्स), राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर

एम. डी. एस. (कन्जरवेटिव डेंटिस्ट्री), राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर

एम. डी. एस. (आर्थोडोन्टिक्स), राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर

एम. डी. एस. (कम्युनिटी डेंटिस्ट्री), राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर।

[फा. सं. वी-12017/59/2005-डी ई]

आर. शंकरन, अवर सचिव

New Delhi, the 3rd September, 2009

S.O. 2628.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 & 3 against Serial No. 72, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degree awarded by Rajasthan University of Health Sciences, Jaipur, the following entries shall be inserted thereunder :—

“VIII. Pacific Dental College, Udaipur

(i) Master of Dental Surgery

(i) Periodontics

(if granted on or after 30-5-2009)

(ii) Oral Surgery

(if granted on or after 30-5-2009)

(iii) Oral Medicine & Radiology

(if granted on or after 4-6-2009)

(iv) Prosthodontics

(if granted on or after 4-6-2009)

(v) Oral Pathology

(if granted on or after 4-6-2009)

(vi) Pedodontics

(if granted on or after 4-6-2009)

MDS (Periodontics), Rajasthan University of Health Sciences, Jaipur

MDS (Oral Surgery), Rajasthan University of Health Sciences, Jaipur

MDS (Oral Medicine & Radiology), Rajasthan University of Health Sciences, Jaipur

MDS (Prosthodontics), Rajasthan University of Health Sciences, Jaipur

MDS (Oral Pathology), Rajasthan University of Health Sciences, Jaipur

MDS (Pedodontics), Rajasthan University of Health Sciences, Jaipur

(vii) Conservative Dentistry
(if granted on or after 4-6-2009)
(viii) Orthodontics
(if granted on or after 4-6-2009)
(ix) Community Dentistry
(if granted on or after 4-6-2009)

MDS (Conservative Dentistry), Rajasthan University of Health Sciences, Jaipur
MDS (Orthodontics), Rajasthan University of Health Sciences, Jaipur
MDS (Community Dentistry), Rajasthan University of Health Sciences, Jaipur

[F.No. V-12017/59/2005-DE]
R. SANKARAN, Under Secy.

नागर विमानन मंत्रालय

(ए. ए. आई. अनुभाग)

नई दिल्ली, 31 अगस्त, 2009

का.आ. 2629.— भारतीय विमानपत्तन प्राधिकरण, अधिनियम, 1994 (1944 का सं. 55) की धारा 3 के तहत प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा नागर विमानन मंत्रालय में संयुक्त सचिव, श्री आलोक सिन्हा, आई. ए. एस. को तुरंत प्रभाव से श्री अरुण मिश्रा के स्थान पर भारतीय विमानपत्तन प्राधिकरण के बोर्ड में अंशकालिक सदस्य के रूप में नियुक्त करती है।

[फा.सं.एवी-24015/2005/94-वीबी]

बी. एस. ए. पद्मानाभ, अवर सचिव

MINISTRY OF CIVIL AVIATION

(A I Section)

New Delhi, the 31st August, 2009

S.O. 2629.—In exercise of the powers conferred under Section 3 of the Airports Authority of India Act, 1994 (No. 55 of 1994), the Central Government hereby appoints Shri Alok Sinha, IAS, Joint Secretary, Ministry of Civil Aviation, as part-time Member of the Board of Airports Authority of India vice Shri Arun Mishra with immediate effect.

[F.No. A.V-24015/2005/94-VB]

B. S. A. PADMANABHA, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 15 सितम्बर, 2009

का.आ. 2630.— भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों का विवरण नीचे अनुसूची में दिया गया है वह वे स्थापित हो गया है :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (को) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिरिक्त भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	उच्च वोल्टता के स्विचगियर और नियंत्रणगियर भाग 201 कि वो से 52 कि वो तक की रेटित वोल्टता के लिए ए सी विद्युत्प्रोहित खोलबंद स्विचगियर और नियंत्रणगियर	-	30-4-2009

इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 08/टी-43]

आर. के. त्रेहन, वैज्ञा. ई. एवं प्रमुख (विद्युत तकनीकी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 15th September, 2009

S.O. 2630.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the Indian Standards to the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued :-

SCHEDULE

Sl. No.	No. & Year of Indian Standard	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	High-voltage Switchgear and Controlgear Part 201 AC Insulation-enclosed Switchgear and Controlgear for Rated Voltages above 1 kV and up to and Including 52 kV	—	30-4-2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices, New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices, Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. ET 08/T-43]

R. K. TREHAN, Scientist 'E' and Head Electrotechnical

नई दिल्ली, 17 सितम्बर, 2009

का.आ. 2631.— भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15854 : 2009 नाभिकीय ग्रेड आयन-विनिमय रेजिन विशिष्ट	—	28-2-2009

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीएचडी 30/आई एस 15854]

ई. देवेन्द्र, वैज्ञा. एफ. एवं प्रमुख (रसायन)

New Delhi, the 17th September, 2009

S.O. 2631.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each.

SCHEDULE

Sl. No.	No. & Year of the Indian Standard Established	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 15854 : 2009 Nuclear Grade Ion-Exchange Resins-Specification	—	28-2-2009

Copy of these Standard are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices, New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch

Offices, Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CHD 30/IS 15854]

E. DEVENDAR, Scientist and Head (Chemical)

नई दिल्ली, 17 सितम्बर, 2009

का.आ. 2632.— भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 3025 (भाग 33) : 2009 जल और अपशिष्ट जल के नमूने लेने तथा परीक्षण (भौतिक एवं रसायन) की पद्धतियाँ भाग 33 आयोडाईड (दूसरा पुनरीक्षण)	-	30-5-2009

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीएचडी 32/आई एस 3025 (भाग 33)]

ई. देवेन्द्र, वैज्ञानिक एफ एवं प्रमुख (रसायन)

New Delhi, the 17th September, 2009

S.O. 2632.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each.

SCHEDULE

Sl No.	No. & Year of the Indian Standard Established	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 3025 (Part 33) : 2009 Methods of Sampling and Test (Physical and Chemical) for water and Wastewater Part 33 Iodide (Second Revision)	—	31-5-2009

Copy of these Standard are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices, New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices, Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CHD 32/IS 3025 (Pt. 33)]

E. DEVENDAR, Scientist F and Head (Chemical)

नई दिल्ली, 17 सितम्बर, 2009

का.आ. 2633.— भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नए भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 11239 (भाग 1) : 2009/आई एस ओ 1923 : 1981 दृढ़ जालीदार तापीय ऊष्मारोधी सामग्री की परीक्षण पद्धति भाग 1 आसम (पहला पुनरीक्षण)	-	30-4-2009
2.	आई एस 11239 (भाग 2) : 2009/आई एस ओ 845 : 1988 दृढ़ जालीदार तापीय ऊष्मारोधी सामग्री की परीक्षण पद्धति भाग 2 आभासी घनत्व (पहला पुनरीक्षण)	-	30-4-2009
3.	आई एस 11239 (भाग 5) : 2009/आई एस ओ 4590 : 2002 दृढ़ जालीदार तापीय ऊष्मारोधी सामग्री की परीक्षण पद्धति भाग 5 खुले और बंद सेलों का आयतन प्रतिशत (पहला पुनरीक्षण)	-	30-4-2009

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीएचडी 27/आई एस 11239 (भाग 1, भाग 2, भाग 5)]

ई. देवेन्द्र, वैज्ञानिक एफ एवं प्रमुख (रसायन)

New Delhi, the 17th September, 2009

S.O. 2633.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each.

SCHEDULE

Sl. No.	No. & Year of Indian Standard Established	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 11239 (Part 1) : 2009/ISO 1923 : 1981 Method of Test for rigid Cellular Thermal Insulation Materials Part 1 Dimensions (First Revision)	—	30-4-2009
2.	IS 11239 (Part 2) : 2009/ISO 845 : 1988 Method of Test for rigid Cellular Thermal Insulation Materials Part 2 Apparent Density (First Revision)	—	30-4-2009
3.	IS 11239 (Part 5) : 2009/ISO 4590 : 2002 Method of Test for rigid Cellular Thermal Insulation Materials Part 5 Volume Per cent of Open and Closed Cells (First Revision)	—	30-4-2009

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CHD 27/IS 11239 (Pt. 1, Pt. 2, Pt. 5)]

E. DEVENDAR, Scientist F and Head (Chemical)

नई दिल्ली, 17 सितम्बर, 2009

क्र.आ. 2634.—भारतीय मानक ब्यूरो नियम, 1987 के नियम, 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं:

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
1.	आई एस 1397:1990 क्राफ्ट कागज—विशिष्ट (दूसरा पुनरीक्षण)	संशोधन सं. 2, अगस्त, 2009	31 अगस्त, 2009
2.	आई एस 13892:1999 पत्राचार के लिए लिफाफे—विशिष्ट (पहला पुनरीक्षण)	संशोधन सं. 2, अगस्त, 2009	31 अगस्त, 2009
3.	आई एस 2771 (भाग 1): 1990 पनालीदार रेशागत के बॉक्स—विशिष्ट भाग 1 सामान्य आवश्यकताएं (दूसरा पुनरीक्षण)	संशोधन सं. 3, सितम्बर, 2009	30 सितम्बर, 2009
4.	आई एस 12765:1989 मुद्रण कागज—विशिष्ट	संशोधन सं. 5, अगस्त, 2009	31 अगस्त, 2009

इन मानकों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, कागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ सीएचडी-15/आई एस 1397, 13892, 2771 (भाग 1), 12765]

ई. देवन्दर, वैज्ञानिक एक एवं प्रमुख (रसायन)

New Delhi, the 17th September, 2009

S.O. 2634.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies 'the amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl.No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
1.	IS 1397:1990 Kraft Paper-Specification	Amendment No. 2, August, 2009	31 August, 2009
2.	IS 13892:1999 Correspondence Envelopes - Specification	Amendment No. 2, August, 2009	31 August, 2009
3.	IS 2771 (Part 1): 1990 Corrugated Fibreboard Boxes - Specification	Amendment No. 3, September, 2009	30 September, 2009
4.	IS 12765:1989 Printing Paper, Map - Specification	Amendment No. 5, August, 2009	31 August, 2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref:CHD-15/IS 1397, 13892, 2771(Part 1), 12765]
E. DEVENDAR, Scientist F & Head (Chemical)

नई दिल्ली, 18 सितम्बर, 2009

का.आ. 2635.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं:

अनुसूची

क्रम संशोधित भारतीय संख्या	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
मानक की संख्या और वर्ष और शीर्षक		
1. आई एस 15633: 2005 स्वचल वाहन-सवारी कारों के लिए वातिल टायर-आड़ी और रेडियल प्लाई-विशिष्ट	संशोधन संख्या 1, अगस्त, 2009	31 अगस्त, 2009

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: टी ई डी/जी-16]

टी. वी. सिंह, वैज्ञानिक ई. एवं प्रमुख (टी ई डी)

New Delhi, the 18th September, 2009

S.O. 2635.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. year and title of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
1.	IS 15633:2005 Automotive Vehicles-Pneumatic tyres for passenger car vehicles -Diagonal and radial ply—Specification	Amendment No.1, August, 2009	31 August, 2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref.TED/G-16]

T.V. SINGH, Scientist E & Head (Transport Engg.)

नई दिल्ली, 18 सितम्बर, 2009

का.आ. 2636.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिये गये हैं वे स्थापित हो गए हैं :

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1132:2009 साइकिल- नीचे के बैक्रेट के बाल कप-विशिष्ट (तीसरा पुनरीक्षण)	1132:1985	31 मार्च, 2009

1	2	3	4
2.	आई एस 6685:2009 लाइफ जैकेट-विशिष्ट (पहला पुनरीक्षण)	6685:1972	31 मार्च, 2009
3.	आई एस 8450:2009 जलपोत निर्माण और समुद्री संरचनाएँ-डॉग-स्टैप वाली सीढ़ी के डंडे (पहला पुनरीक्षण)	8450:1977	30 अप्रैल, 2009
4.	आई एस 15875:2009 अहानिकारक माल के लिए मध्यम साइज के बल्क कंटेनर (आईबीसी)-पारिभाषिक शब्दावली		30 अप्रैल, 2009
5.	आई एस 15876:2009 जलपोत और समुद्री प्रौद्योगिकी-बोल्ट लगे ढक्कन वाले मेनहोल		30 अप्रैल, 2009

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9, बहादुर शाह जफर मार्ग नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: टी ई डी/जी-16]

टी. बी. सिंह, वैज्ञानिक ई. एवं प्रमुख (टी ई डी)

New Delhi, the 18th September, 2009

S.O. 2636.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against issued :

SCHEDULE

Sl.No.	No., Year & title of the Indian Standards Established	No. & year of Indian Standards, if any, Superseded by the new Indian Standard	Date Established
1.	IS 1132:2009 Bicycle-Bottom bracket ball cups-Specification (third revision)	1132:1985	31 March, 2009
2.	IS 6685:2009 Lifejackets-Specification (first revision)	6685:1972	31 March, 2009
3.	IS 8450:2009 Shipbuilding and marine structures-Rungs for dog-step ladders (first revision)	8450:1977	30 April, 2009
4.	IS 15875:2009 Intermediate bulk containers (IBCs) for non-dangerous goods Terminology	—	30 April, 2009
5.	IS 15876:2009 Ships and marine technology Manholes with bolted covers	—	30 April 2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: T.E.D/G-16]

T.V. SINGH, Scientist E & Head (Transport Engg.)

कोयला मंत्रालय

नई दिल्ली, 16 सितम्बर, 2009

का.आ. 2637.—केंद्रीय सरकार को प्रतीत होता है कि इससे उपाब्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किये जाने की संभावना है;

अतः, अब, केंद्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अन्तर्गत आने वाले रेखांक सं. एमसीएल/एसबीपी/जीएम (एल/आर एंड आर)/अनंत विस्तार/2009/225 तारीख 10 अप्रैल, 2009 का निरीक्षण महाप्रबंधक (भूमि/राजस्व और पुनर्वास), महानदी कोलफील्ड्स लिमिटेड, जागृति विहार, बुर्ला, संबलपुर-768020 (ओडिशा) के कार्यालय में या कलेक्टर और जिला मजिस्ट्रेट, अंगुल (ओडिशा) के कार्यालय में या कोयला नियंत्रक, 1, कार्मिल हाउस स्ट्रीट, कोलकाता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में, उचितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र के प्रकाशन की तारीख से नब्बे दिनों के भीतर महाप्रबंधक (भूमि/राजस्व और पुनर्वास), महानदी कोलफील्ड्स लिमिटेड, जागृति विहार, बुर्ला, संबलपुर-768020 (ओडिशा) के कार्यालय में भेजेंगे।

अनुसूची

महानदी कोलफील्ड्स लिमिटेड

अनन्त विस्तार परियोजना (फेज-III)

कोल खनन ब्लॉक,

तालचेर, जिला अंगुल, ओडिशा

(रेखांक सं. एमसीएल/एसबीपी/जीएम (एल/आर एंड आर)/अनन्त विस्तार/2009/225 तारीख 10 अप्रैल, 2009)

क्रम सं.	मौजा/ग्राम	धाना	ग्राम संख्या	जिला	हेक्टेयर में क्षेत्र	एकड़ में क्षेत्र	टिप्पणी
1.	अल्लाहदनगर	तालचेर	82	अंगुल	68.64	169.53	भाग
2.	हिलोई	तालचेर	79	अंगुल	305.99	755.80	पूर्ण
3.	इकडाल	तालचेर	89	अंगुल	202.35	499.81	पूर्ण
4.	अजातिपुर	तालचेर	84	अंगुल	29.62	73.16	पूर्ण
5.	बीररामचंद्रपुर	तालचेर	88	अंगुल	66.62	164.55	पूर्ण
6.	कुरिहान	तालचेर	80	अंगुल	43.61	107.71	पूर्ण
7.	कांटापल्ली	तालचेर	78	अंगुल	61.54	152.00	भाग
8.	दीनबंधुपुर	तालचेर	77	अंगुल	29.15	72.00	भाग
9.	रंगमटिया	तालचेर	90	अंगुल	09.14	22.59	पूर्ण
10.	रघुनाथपुर	तालचेर	91	अंगुल	20.24	50.00	भाग
कुल योग					836.89	2067.15	
					हेक्टेयर	एकड़	
					लगभग	लगभग	

अनन्त विस्तार परियोजना फेज-III का सीमा वर्णन

क-ख: रेखा 'कख' बिन्दु 'क' से उत्तर में होती है जो मुखनेयदी ओलेनी की पुरानी अर्जित रेखा है और रेखा 'कख' इसमुल और अल्लाहदनगर ग्राम की सम्मिलित सीमा से होकर जाती है।

ख-ग: रेखा 'खग' ग्राम हेलमुल की उत्तरी सीमा से गुजरती है।

ग-घ: रेखा 'गघ' ग्राम बिररामचंद्रपुर की पूर्वी सीमा से गुजरती है।

घ-ङ: रेखा 'घङ' ग्राम रंगमटिया की पूर्वी सीमा से गुजरती है।

ङ-च: रेखा 'ङच' ग्राम इकडाल की पूर्वी और उत्तरी सीमा से होती हुई गुजरती है।

च-छ: रेखा 'चछ' ग्राम हिलोई की पूर्वी सीमा से होती हुई गुजरती है।

- ड-ज: 'डज' रेखा ग्राम दीनबन्धुपुर की मध्य रेखा से होती हुई गुजरती है।
 ज-झ-ज 'जझज' रेखा ग्राम कन्टपल्ली की उत्तरी-पश्चिमी तरफ की मध्य रेखा से गुजरती हुई जाती है।
 ज-ट: रेखा 'जट' ग्राम हिलोई, जोरगारिया और कुरियाँ के तिराहे खम्भे से और ग्राम राकस की पश्चिमी ओर गुजरती है।
 ट-ठ-ड: रेखा 'टठड' ग्राम राकस के उत्तर सीमा की ओर जाती है।
 ड-ड: रेखा 'डड' ग्राम बुंदावनपुर के उत्तरी सीमा से होकर गुजरती है।
 ड-ण: रेखा 'डण' ग्राम बुंदावनपुर की पूर्वी सीमा के ओर से ग्राम बुंदावनपुर और अल्लाहदनगर की सम्मिलित सीमा से गुजरती है।
 ज-क: रेखा 'जक' आगे बढ़ती हुई अन्ततः बिस्तार ओ.सी.पी. की पुरानी अर्जन सेक से होती हुई प्रारम्भिक बिन्दु 'क' पर मिलती है।

[जा. सं. 43015/17/2009-पीआरआईडब्ल्यू-1.]

एम राहाबुदीन, अवर सचिव

MINISTRY OF COAL

New Delhi, the 16th September, 2009

S.O. 2637.—Where it appears to the Central Government that coal is likely to be obtained from the lands in the locality mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisitions and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing number MCL/SBP/GM(L/R&R)/ANANTA EXTN./2009/225 dated the 10th April, 2009, of the area covered by this notification can be inspected in the office of the General Manager, (Land/Revenue and Rehabilitation), Mahanadi Coalfields Limited, Jagruti Vihar, Burla, Sambalpur-768020 (Odisha) or at Office of the Collector and the District Magistrate, Angul, (Odisha) or at Office of the Coal Controller, 1, Council House Street, Kolkata.

All persons interested in the land covered by this notification shall deliver all maps, chart and other documents referred in sub-section (7) of section 13 of the said Act to the General Manager, (Land/Revenue & Rehabilitation), Mahanadi Coalfields Limited, Jagruti Vihar, Burla, Sambalpur-768020 (Odisha) within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

MAHANADI COAL FIELDS LIMITED

Ananta Extension Project (Phase-III)

Coal Mining Block

Talcher, District Angul, Odisha

(Plan bearing number MCL/SBP/GM(L/R & R)/ANANTA EXTN./2009/225 Dated the 10th April, 2009)

Sl. No.	Mauja/Village	Thana	Village Number	District	Area in hectares	Area in acres	Remarks
1	Allahadnagar	Talcher	82	Angul	68.64	169.53	Part
2	Hiloi	Talcher	79	Angul	305.99	755.80	Full
3	Ekda	Talcher	89	Angul	202.35	499.81	Full
4	Ajatipur	Talcher	84	Angul	29.62	73.16	Full
5	Biraram-Chandrapur	Talcher	88	Angul	66.62	164.55	Full
6	Kurihan	Talcher	80	Angul	43.61	107.71	Full
7	Kantapalli	Talcher	78	Angul	61.54	152.00	Part
8	Dinabandhupur	Talcher	77	Angul	29.15	72.00	Part
9	Rangamatia	Talcher	90	Angul	9.14	22.59	Full
10	Raghunathpur	Talcher	91	Angul	20.24	50.00	Part
Total					836.89 hectares	2067.15 acres	
					approximately		approximately

Boundary Description of Ananta Expn. Ph-III.

- A-B: The line AB start from point "A" which is old acquisition line of Bhubaneswari OCP & AB line passing through the common boundary of Hensmul village & Allhadnagar.
- B-C: The line BC passing through North side of Hensmul village boundary.
- C-D: The line CD passing through the Eastern side of village boundary of Biraramachandrapur.
- D-E: The line DE passing through the Eastern side of village boundary Rangamatia.
- EF: The line EF passing through the East & North side of Ekdal village boundary.
- FG: The FG line passing through the North side of Hiloi village boundary.
- GH: The line GH passing through the middle line of Dinabandhupur village.
- HJ: The line HJ passing through the middle line of North-West side of village Kantapali
- JK: The line JK passing through the Tri-Junction pillar of Hiloi, Joragadia & Kurihan and Western side of Rakas village boundary.
- KLM: The line KLM passing through the North side of Rakas village boundary.
- MN: The line MN passing through the North side of Brundabanpur village boundary.
- NO: The line NO passing through the Eastern side of Brundabanpur village boundary & common boundary of Brundabanpur & Allahadnagar.
- OA: The line OA passing through the old acquisition line of Ananta Extn. OCP & meet at starting point "A".

[F.No.43015/17/2009-PRIW-1]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 15 सितम्बर, 2009

का.आ. 2638.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 2259 तारीख 7 अगस्त, 2008, जो भारत का राजपत्र, भाग II, खंड 3, उपखंड (ii) तारीख 16 अगस्त, 2008 में प्रकाशित होने पर, उक्त अधिसूचना (जिसे इसमें पश्चात् उक्त भूमि कहा गया है) से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि में या उस पर अधिकार उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगनों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गये थे;

और, केन्द्रीय सरकार का यह समाधान हो गया है कि महानदी कोलफील्ड्स लिमिटेड, संबलपुर, (ओडिशा) (जिसे इसमें इसके पश्चात् उक्त सरकारी कंपनी कहा गया है) ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए राजांमद है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि या इसके इस प्रकार निहित अधिकार, तारीख 16 अगस्त, 2008 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कंपनी में निहित हो जायेंगे, अर्थात्:-

1. उक्त सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन अवधारित प्रतिकर, ब्याज, और नुकसानी और ऐसी ही मदों की बाबत किये गये सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;
2. शर्त (1) के अधीन उक्त सरकारी कंपनी द्वारा केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिये एक अधिकरण का गठन किया जाएगा तथा ऐसी किसी अधिकरण और ऐसे अधिकरण की सहायता के लिये नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों जैसे अपील आदि की बाबत उपगत सभी व्यय भी, उक्त सरकारी कंपनी वहन करेगी;
3. उक्त सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में जो इस प्रकार निहित उक्त भूमि में या इस प्रकार निहित भूमि उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी;
4. उक्त सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
5. उक्त सरकारी कंपनी, ऐसे शर्तों और निदेशों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित की जाएं, पालन करेगी।

[फा.सं. 43015/21/2009-पीआरआईडब्ल्यू-I (जिल्द II)]

एम. शाहबुद्दीन, अवर सचिव

New Delhi, the 15th September, 2009

S.O. 2638.— Whereas, on the publication of the notification of the Government of India in the Ministry of Coal number S.O. 2259 dated the 7th August, 2008 in the Gazette of India, Part - II, section 3, sub - section (ii) dated the 16th August, 2008 issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (herein after referred to as the said Act) the lands and the rights described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And, whereas, the Central Government is satisfied that the Mahanadi Coalfields Limited, Sambalpur (Odisha) (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in the exercise of the power conferred by sub - section (1) of Section 11 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 the Central Government hereby directs that the said lands and rights so vested shall with effect from the 16th August, 2008 instead of continuing to so vest in the Central Government vest in the Government company, subject to the following terms and conditions, namely:—

1. The Government company shall re-imburse the Central Government all payments made in respect of compensation interests, damages and the like as determined under the provisions of the said Act;
2. A Tribunal shall be constituted for the purpose of determining the amount payable to the Central Government by the Government Company under conditions (1) and all expenditure in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals etc. for or in connection with the rights, in or over the lands so vested shall also be borne by the Government Company;
3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over lands so vested;
4. The Government Company shall have no power to transfer said lands and the rights to any other persons without the prior approval of the Central Government; and
5. The Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands as and when necessary.

[F.No. 43015/21/2004-PRIW-1(Vol. II)]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 15 सितम्बर, 2009

का.आ. 2639.—केन्द्रीय सरकार को यह प्रतीत होता है, कि इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त किए जाने की संभावना है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अंतर्गत आने वाले रेखांक सं. सी-1(ई) III/जेजेएनआर/781-0409, तारीख 2 अप्रैल, 2009 का निरीक्षण, वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल ईस्टेट, सिविल लाईन्स, नागपुर 440001 (महाराष्ट्र) के कार्यालय में या मुख्य महाप्रबंधक (एक्सप्लोरेशन), केन्द्रीय खान, योजना और डिजाइन संस्थान, गोंडवाना पॅलेस, काँके रोड, राँची के कार्यालय में या कोयला नियंत्रक, 1, कार्जसिल हाऊस स्ट्रीट, कोलकाता के कार्यालय में या जिला कलेक्टर, यवतमाल (महाराष्ट्र) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में, हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उप-धारा (7) में निर्दिष्ट सभी नक्शों, चार्ट और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से 90 दिनों के भीतर, मुख्य महाप्रबंधक, वणी उत्तर क्षेत्र, पोस्ट-भालर, तहसील वणी, जिला यवतमाल-445304 (महाराष्ट्र) या मुख्य खनन अभियंता (भूरा), वेस्टर्न कोल फील्ड्स लिमिटेड, राजस्व विभाग, कोल एस्टेट, सिविल लाईन्स, नागपुर-440001 (महाराष्ट्र) को भेजेंगे।

अनुसूची
बोन्सा सेंदल और नार्थ क्वारी ब्लॉक
वणी उत्तर क्षेत्र
जिला यवतमाल (महाराष्ट्र)

(रेखांक सं. सी.-1 (ई) III/जेबेएनआर/781-0409 तारीख 2 अप्रैल, 2009)

(भाग-क)

क्रम सं.	ग्राम का नाम	पटवारी सर्कल संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	कुंभारखनी	42	वणी	यवतमाल	8.30	भाग
कुल					8.30	

(भाग-ख)

1.	फुलोर	230	वणी	यवतमाल	25.35	भाग
2.	बोन्सा	98	वणी	यवतमाल	3.48	भाग
कुल					28.83	

(भाग-ग)

1.	बोन्सा	98	वणी	यवतमाल	66.69	भाग
2.	फुलोर	230	वणी	यवतमाल	10.83	भाग
कुल					77.52	

(भाग-क)+(भाग-ख)+(भाग-ग)=

8.30+28.83+77.52

कुल क्षेत्र: 114.65 हेक्टर (लगभग)

या

283.30 एकड़ (लगभग)।

सीमा वर्णन (भाग-क):-

क-ख-ग: रेखा ग्राम कुंभारखनी में बिन्दु 'क' से आरंभ होती है और ग्राम कुंभारखनी में बिन्दु 'ख' के पास से गुजरती हुई ग्राम कुंभारखनी और ग्राम फुलोर की सम्मिलित ग्राम सीमा पर बिन्दु 'ग' पर मिलती है।

ग-घ-क: रेखा ग्राम कुंभारखनी और ग्राम फुलोर की सम्मिलित ग्राम सीमा से लगकर गुजरती है और नदी के किनारे पर बिन्दु 'घ' के पास से गुजरती हुई नदी के किनारे से लगकर गुजरती है और आरंभिक बिन्दु 'क' पर मिलती है।

(भाग-ख)

ड.-च: रेखा ग्राम रासा, ग्राम कुंभारखनी और ग्राम फुलोर के त्रिसंघीय बिन्दु 'ड.' से आरंभ होती है और ग्राम कुंभारखनी और ग्राम फुलोर की सम्मिलित ग्राम सीमा से लगकर गुजरती है और ग्राम फुलोर, ग्राम कुंभारखनी और ग्राम बोन्सा के त्रिसंघीय बिन्दु 'च' पर मिलती है।

च-छ: रेखा ग्राम बोन्सा और ग्राम फुलोर की सम्मिलित ग्राम सीमा से लगकर गुजरती है और बिन्दु 'छ' पर मिलती है।

छ-ज-झ-ञ: रेखा ग्राम फुलोर से होकर गुजरती है और ग्राम फुलोर में बिन्दु 'ज' और बिन्दु 'झ' के पास से गुजरती हुई ग्राम बोन्सा और ग्राम फुलोर की सम्मिलित ग्राम सीमा पर बिन्दु 'ञ' पर मिलती है।

ञ-ट: रेखा ग्राम बोन्सा और ग्राम फुलोर की सम्मिलित ग्राम सीमा पर बिन्दु 'ट' पर मिलती है।

- ट-ठ-डः रेखा ग्राम फुलोर से होकर गुजरती है और बिन्दु 'ठ' के पास से गुजरती हुई ग्राम फुलोर और ग्राम रासा की सम्मिलित ग्राम सीमा बिन्दु 'ड' पर मिलती है।
- ड-दः रेखा ग्राम फुलोर और ग्राम रासा की सम्मिलित ग्राम सीमा से घोन्सा से लगकर गुजरती है और आरंभिक बिन्दु 'द' पर मिलती है।
- (धन्य-न):-
- द-णः रेखा ग्राम घोन्सा में बिन्दु 'द' से आरंभ होती है और ग्राम घोन्सा से गुजरती हुई नदी के किनारे पर बिन्दु 'ण' पर मिलती है।
- ण-त-थः रेखा नदी के किनारे से होकर गुजरती है और बिन्दु 'त' के पास से गुजरती हुई बिन्दु 'थ' पर मिलती है।
- थ-द-ध-नः रेखा ग्राम घोन्सा से गुजरती है और बिन्दु 'द' और बिन्दु 'थ' के पास से गुजरती हुई ग्राम घोन्सा और ग्राम फुलोर की सम्मिलित ग्राम सीमा पर बिन्दु 'न' पर मिलती है।
- न-प-फः रेखा ग्राम फुलोर से गुजरती है और बिन्दु 'प' के पास से गुजरती हुई ग्राम फुलोर और ग्राम घोन्सा की सम्मिलित ग्राम सीमा पर बिन्दु 'फ' पर मिलती है।
- फ-दः रेखा ग्राम घोन्सा से होकर गुजरती है और आरंभिक बिन्दु 'द' पर मिलती है।

[फा.सं. 43015/16/2009-पीआरआईडब्ल्यू-1]

एम. शाहबुद्दीन, अवर सचिव

New Delhi, the 15th September, 2009

S.O. 2639. — Whereas, it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein ;

The plan bearing number C-1(E)III/JJNR/781-0409 dated the 2nd April, 2009 of the area covered by this notification can be inspected in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur - 440 001 (Maharashtra) or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi or at the office of the Coal Controller, 1, Council House Street, Kolkata or at the office of the District Collector, Yavatmal (Maharashtra).

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the office of the Chief General Manager, Western Coalfields Limited, Wani North Area, Post Bhalar, Tahsil Wani, District Yavatmal - 445 304 (Maharashtra) or Chief Mining Engineer (Land and Revenue), Western Coalfields Limited, Revenue Department, Coal Estate, Civil Lines, Nagpur - 440 001 (Maharashtra) within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

GHONSA CENTRAL AND NORTH QUARRY BLOCK
WANI NORTH AREA

DISTRICT YAVATMAL (MAHARASHTRA)

(Plan bearing number C-1(E) III/JJNR/781-0409 dated the 2nd April, 2009)

"PART -A"

Sl. No.	Name of village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1	Kumbharkhuni	42	Wani	Yavatmal	3.90	Part
Total					3.90	1

"PART-B"

Sl. No.	Name of village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1.	Fulor	230	Wani	Yavatmal	25.35	Part
2.	Ghonsa	98	Wani	Yavatmal	3.48	Part
TOTAL:						28.83

"PART-C"

1.	Ghonsa	98	Wani	Yavatmal	66.69	Part
2.	Fulor	230	Wani	Yavatmal	10.83	Part
TOTAL:						77.52

(PART - A) + (PART - B) + (PART - C) =
8.30 + 28.83 + 77.52 = Total 114.65 hectares (approximately)

or 283.30 acres (approximately)

Boundary description (Part-A) :—

A - B - C : Line starts from Point 'A' in village Kumbharkhani and passes nearby Point 'B' and meets on common village boundary of villages Kumbharkhani and Fulor at Point 'C'.

C - D - A : Line passes along the common village boundary at villages Kumbharkhani and Fulor, then passes along the river and meets at starting Point 'A'.

(Part-B):-

E - F : Line starts from Point 'E' on trijunction of villages Rasa, Kumbharkhani and Fulor and passes along the common village boundary of villages Kumbharkhani and Fulor and meets at Point 'F' on trijunction of villages Fulor, Kumbharkhani and Ghonsa.

F - G : Line passes along the common village boundary of villages Ghonsa and Fulor and meets at Point 'G'.

G - H - J : Line passes through village Fulor and passes nearby Point 'H', 'I' and meets at Point 'J' on common village boundary of villages Ghonsa and Fulor.

J - K : Line passes along the Common village boundary of villages Ghonsa and Fulor and meets at Point 'K'.

K - L - M : Line passes through village Fulor and passes nearby Point 'L' and meets at Point 'M' on common village boundary of villages Fulor and Rasa.

M - E : Line passes along the common village boundary of villages Fulor and Rasa and meets at starting Point 'E'.

(Part-C):-

N - O : Line starts from 'N' through village Ghonsa and meets at Point 'O' on bank of River.

O - P - Q : Line passes along the River and passes nearby Point 'P' and meets at Point 'Q'.

Q - R - S - T : Line passes through village Ghonsa and passes nearby Point 'R', 'S' and meets at Point 'T' on common village boundary of villages Ghonsa and Fulor.

T - U - V : Line passes through village Fulor and passes nearby Point 'U' and meets at Point 'V' on common village boundary of villages Fulor and Ghonsa.

V - N : Line passes through village Ghonsa and Meets at starting Point 'N'.

[F.No.43015/16/2009-PRIW-I]

M.SHAHABUDEEN, Under Secy.

नई दिल्ली, 15 सितम्बर, 2009

का.आ. 2640.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाब्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र का रेखांक सं. डी.जी./08753 तारीख 16 फरवरी, 2009 का निरीक्षण महाप्रबंधक (गवेषण प्रभाग), सेन्ट्रल माइन प्लानिंग एण्ड डिजाइन इंस्टीच्यूट, गोन्डवाना प्लेस, काँके रोड, राँची या कोयला नियंत्रक, काउंसिल हाउस स्ट्रीट, कोलकाता-700 001 कार्यालय में या जिला समाहर्ता, जिला कोरबा, छत्तीसगढ़ के कार्यालय में किया जा सकता है;

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उप-धारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर मुख्य महाप्रबंधक (गवेषण प्रभाग), सेन्ट्रल माइन प्लानिंग एण्ड डिजाइन इंस्टीच्यूट, गोन्डवाना प्लेस, काँके रोड, राँची को भेजेंगे।

अनुसूची

मोरगा साउथ ब्लॉक, हसदो-अरंड, कोयला क्षेत्र

जिला कोरबा, छत्तीसगढ़

(रेखांक सं. डी.जी./08753 तारीख 16 फरवरी, 2009)

क्र. सं.	ग्राम	पटवारी सर्किल सं./ग्राम संख्या	थाना/तहसील	जिला	क्षेत्रफल एकड़	क्षेत्रफल हेक्टर	टिप्पणी
1.	मोरगा	13/550302-176	पोंडी अपरोरा	कोरबा	1828.54	740	भाग
2.	उचलेंगा	13/550302-167	पोंडी अपरोरा	कोरबा	1334.34	540	भाग
3.	अरसिया	13/550302-166	पोंडी अपरोरा	कोरबा	1808.77	732	भाग
4.	पतुरिया सु. वन क्षेत्र (1)	13	पोंडी अपरोरा	कोरबा	751.18	304	भाग
5.	पतुरिया सु. वन क्षेत्र (2)	13	पोंडी अपरोरा	कोरबा	731.41	296	भाग
कुल					6454.24 (लगभग)	2612 (लगभग)	

सीमा विवरण :

- क-ख रेखा मोरगा गाँव में 'क' बिन्दु से शुरू होती है और उसी गाँव के बिन्दु 'ख' पर मिलती है।
- ख-ग रेखा 'ख' बिन्दु से उचलेंगा एवं अरसिया गाँव एवं जंगल से गुजरती हुई पतुरिया जंगल में 'ग' बिन्दु पर मिलती है।
- ग-घ रेखा पतुरिया जंगल के 'ग' बिन्दु से शुरू होकर दक्षिण की ओर मुड़कर उसी जंगल के बिन्दु 'घ' पर मिलती है।
- घ-ङ रेखा 'घ' बिन्दु से शुरू होकर पश्चिम की ओर मुड़ती है तथा गाँव अरसिया, उचलेंगा से गुजरती हुई मोरगा गाँव के बिन्दु 'ङ' पर मिलती है।
- ङ-क रेखा मोरगा गाँव के उत्तरी-पश्चिमी क्षेत्र की ओर मुड़कर उसी गाँव के बिन्दु 'क' पर पुनः मिल जाती है।

[फा. सं. 43015/11/2009-पीआरआई डब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 15th September, 2009

S.O. 2640.—Whereas, it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisitions and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein:

The plan bearing number DG/08753 dated the 16th February, 2009 of the area covered by this notification can be inspected at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi or at the office of the Coal Controller, 1, Council House Street, Calcutta or at the office of the District Collector, District Raigarh, Chattisgarh.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred in sub-section (7) of Section 13 of the said Act to the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

MORGA SOUTH BLOCK, HASDO ARAND COALFIELD,

DISTT. KORBA, CHATTISGARH

(Plan bearing No. DG/08753 dated the 16th February, 2009)

Sl. No.	Village	Patwari Circle No./Village No.	Thana/Tehsil	District	Area in Acres	Area in Hectares	Remarks
1.	Morga	13/550302-176	Pondi Uprora	Korba	1828.54	740	Part
2.	Uchlenga	13/550302-167	Pondi Uprora	Korba	1334.34	540	Part
3.	Arsia	13/550302-166	Pondi Uprora	Korba	1808.77	732	Part
4.	Paturia R.F. (1)	13	Pondi Uprora	Korba	751.18	304	Part
5.	Paturia R.F. (2)	13	Pondi Uprora	Korba	731.41	296	Part
TOTAL					6454.24 (approx- mately)	2612 (approx- mately)	

Boundary Description :

A—B Line starts from point 'A' in village Morga and meets at point 'B' in the same village.

B—C From point 'B' the line passes through villages Uchlenga and Arsia through intervening forest and meets point 'C' in village Paturia.

C—D From point 'C' the line passes through forest towards south and meet at point 'D' in Paturia protected forest.

D—E From point 'D' the line passes through southern part of village Arsia, Uchlenga and Morga and meets point 'E' in village Morga.

E—A From point 'E' the line towards north west and passes through village Morga and meets point 'A' in the same village.

[F. No. 43015/11/2009/PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 15 सितम्बर, 2009

का.आ. 2641.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः, अब, केन्द्रीय सरकार, कोयला-धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वोक्त करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र का रेखांक सं. डी.जी./08754 तारीख 19 फरवरी, 2009 का निरीक्षण महाप्रबंधक (गवेषण प्रभाग), सेन्ट्रल माइन प्लानिंग एण्ड डिजाइन इंस्टीट्यूट, गोंडवाना प्लेस, कॉफे रोड, राँची या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता कार्यालय में या जिला कलक्टर, जिला दुमका, झारखण्ड के कार्यालय में किया जा सकता है;

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उप-धारा (7) में निर्दिष्ट सभी नक्शों, चाटों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर महाप्रबंधक (गवेषण प्रभाग), सेन्ट्रल माइन प्लानिंग एण्ड डिजाइन इंस्टीट्यूट, गोंडवाना प्लेस, कॉफे रोड, राँची को भेजेंगे।

अनुसूची

केयादा—जीधर गरियापानी ब्लॉक, महुआगढ़ी, कोयला क्षेत्र

जिला दुमका, झारखण्ड

(रेखांक सं. डी.जी./08754 तारीख 19 फरवरी, 2009)

क्र. सं.	ग्राम	थाना/तहसील	जिला	क्षेत्रफल एकड़ (लगभग)	क्षेत्रफल हेक्टर (लगभग)	टिप्पणी
1.	गोपीकांदर	गोपी कांदर	दुमका			भाग
2.	खैरबाड़ी	गोपी कांदर	दुमका			भाग
3.	चुनरमौली	गोपी कांदर	दुमका			भाग
4.	काटलडांगा	गोपी कांदर	दुमका	3290.00	1330.00	भाग
5.	डुबराजपुर	गोपी कांदर	दुमका			भाग
6.	भागबांध	गोपी कांदर	दुमका			भाग
7.	बासकीडांगा	गोपी कांदर	दुमका			
8.	गरियापानी	गोपी कांदर	दुमका			
9.	सलाईपहाड़	गोपी कांदर	दुमका			भाग
कुल				3290.00 एकड़ (लगभग)	1330.00 हेक्टेयर (लगभग)	

सीमा विवरण :

- क-ख रेखा चुनमौली गाँव में उत्तर में 'क' बिन्दु से शुरू होती है और पूर्व में जाकर बिन्दु 'ख' पर मिलती है।
- ख-ग रेखा 'ख' बिन्दु से दक्षिण की ओर मुड़कर गोपी-कांदर गाँव के दक्षिण में बिन्दु 'ग' पर मिलती है।
- ग-घ रेखा 'ग' बिन्दु से पूर्व की ओर मुड़कर बिन्दु 'घ' पर मिलती है।
- घ-ङ रेखा 'घ' बिन्दु से दक्षिण की ओर मुड़ती है और कुलडीह गाँव जाने वाली सड़क से गुजरती हुई बिन्दु 'ङ' पर मिलती है।
- ङ-च रेखा 'ङ' बिन्दु से दक्षिणी-पश्चिमी क्षेत्र की ओर मुड़कर सलाईपहाड़ गाँव से होती हुई बिन्दु 'च' पर मिल जाती है।
- च-छ रेखा 'च' बिन्दु से पश्चिम की ओर मुड़कर काठीकुण्ड बिन्दु 'छ' पर मिलती है।
- छ-ज रेखा 'छ' बिन्दु से उत्तर-पश्चिम की ओर मुड़कर चौदर पहाड़ से गुजरती हुई बिन्दु 'ज' से मिलती है।

ज-झ-ज-ट रेखा बिन्दु 'ज' से उत्तर की ओर मुड़कर बिन्दु 'झ' और बिन्दु 'ज' से गुजरती हुई दक्षिण में चुनरमोली गाँव में बिन्दु 'ट' पर मिलती है।

ट-क रेखा बिन्दु 'ट' से उत्तर की ओर गुजरकर चुनरमोली गाँव में बिन्दु 'क' पर पुनः मिल जाती है।

[फन. सं. 43015/8/2009-पीआरआई डब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 15th September, 2009

S.O. 2641.—Whereas, it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisitions and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing number DG/08754 dated the 19th February, 2009 of the area covered by this notification can be inspected at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi or at the office of the Coal Controller, 1, Council House Street, Calcutta or at the office of the District Collector, District Dumka, Jharkhand;

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred in sub-section (7) of Section 13 of the said Act to the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

KEYADA—CHOUDHAR GRIAPANI BLOCK, MAHUAGARHI COALFIELD,

DISTT. DUMKA, JHARKHAND

(Plan bearing No. DG/08754 dated the 19th February, 2009)

Sl. No.	Village	Thana/Tehsil	District	Area in acres	Area in hectares	Remarks
1.	Gopikandar	Gopikandar	Dumka			Part
2.	Kherbari	Gopikandar	Dumka			Part
3.	Chunarmole	Gopikandar	Dumka			Part
4.	Kataldanga	Gopikandar	Dumka	3290.00	1330.00	Part
5.	Dubrajpur	Gopikandar	Dumka			Part
6.	Bhagabandh	Gopikandar	Dumka			Part
7.	Baskidanga	Gopikandar	Dumka			
8.	Gariapani	Gopikandar	Dumka			
9.	Solapahur	Gopikandar	Dumka			Part
TOTAL				3290.00 Acres (approx- mately)	1330.00 hectares (approx- mately)	

Boundary Description :

- A—B Line starts from point 'A' in the north of village Chunarmole and meets at point 'B' in the east.
 B—C From 'B' the line turn towards south and meet point 'C' south of village Gopikandar.
 C—D From point 'C' the line turn towards east and meet at point 'D'
 D—E From point 'D' the line turn towards south and meets part of village Kurudih road at E.
 E—F From point 'E' the line turns towards south west and passes through village Salaipahar and meets point 'F'
 F—G From point 'F' the line turns towards west and meets at point G.
 G—H From point 'G' the line turns towards north-west and moves along Chaudhary Pahar to meet point H.
 H-I-J-K From point 'H' the line moves towards north through point 'I' and 'J' and meets point 'K' in south of Chunarmole village.
 K-A From point 'K' the line moves towards north and meets village Chunarmole at point 'A'.

[F. No. 43015/8/2009-PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 15 सितम्बर, 2009

का.आ. 2642.—केन्द्रीय सरकार, सरकारी संस्थान (अप्राधिकृत अधिमोर्गियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत के राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 16 मार्च 1998 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 674, तारीख 16 मार्च, 1998 का अधिक्रमण करते हुए, नीचे दी गई सारणी के स्तम्भ, (1) के अधिकारियों को जो कम्पनी के अधिकारी हैं और केन्द्रीय सरकार के राजपत्रित अधिकारी के पदों के समतुल्य हैं, उक्त अधिनियम के प्रायोजन के लिए सम्पदा अधिकारियों के रूप में नियुक्त करती है, जो उक्त सारणी के स्तम्भ (2) की तत्संबंधी प्रविष्टि में विनिर्दिष्ट सरकारी स्थानों के प्रवर्गों की बाबत अपनी अधिकारिता की सीमाओं के भीतर उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेंगे और उन पर अधिरोपित कर्तव्यों का पालन करेंगे।

सारणी

अधिकारी का पदनाम	सरकारी स्थान के प्रवर्ग और अधिकारिता की स्थानीय सीमा
(1)	(2)
उप मुख्य इंजीनियर (सिविल)/भूमि और राजस्व, सेन्दूल कोलफील्डस, लिमिटेड रांची, पिन कोड सं.-834029	सेन्दूल कोलफील्डस लिमिटेड रांची के और उसके प्रशासनिक नियंत्रणाधीन सभी परिसर
स्टाफ आफिसर (परियोजना और योजना) सेन्दूल कोलफील्डस लिमिटेड, कथारा, पिन कोड सं.-829116	सेन्दूल कोलफील्डस लिमिटेड के सभी परिसर जो झारखण्ड राज्य में स्थित कथारा क्षेत्र का भाग है और बोकारो तथा गिरिडीह जिलों में फैले हुए हैं।
स्टाफ आफिसर (परियोजना और योजना) सेन्दूल कोलफील्डस लिमिटेड, दोरी, पिन कोड सं.-825102	सेन्दूल कोलफील्डस लिमिटेड के सभी परिसर जो झारखण्ड राज्य में स्थित दोरी क्षेत्र का भाग है और बोकारो में फैले हुए हैं।
स्टाफ आफिसर (परियोजना और योजना) सेन्दूल कोलफील्डस लिमिटेड, करगली, पिन कोड सं.-829104	सेन्दूल कोलफील्डस लिमिटेड के सभी परिसर जो झारखण्ड राज्य में स्थित बोकारो और करगली क्षेत्र के भाग हैं और बोकारो तथा गिरिडीह जिलों में फैले हुए हैं। सेन्दूल कोलफील्डस लिमिटेड के सभी परिसर जो झारखण्ड राज्य में स्थित बोकारो और करगली क्षेत्र के भाग हैं और बोकारो तथा गिरिडीह जिलों में फैले हुए हैं।

(1)	(2)
<p>स्टाफ आफिसर (परियोजना और योजना) सेन्ट्रल कोलफील्डस लिमिटेड, बरका-सयाल, पिन कोड सं.-829103</p>	<p>सेन्ट्रल कोलफील्डस लिमिटेड के सभी परिसर जो झारखण्ड राज्य में स्थित बरका-सयाल क्षेत्र के भाग में और रामगढ़ जिले में फैले हुए हैं।</p>
<p>स्टाफ आफिसर (परियोजना और योजना) सेन्ट्रल कोलफील्डस लिमिटेड, अरगडा, पिन कोड सं.-829101</p>	<p>सेन्ट्रल कोलफील्डस लिमिटेड के सभी परिसर जो झारखण्ड राज्य में स्थित अरगडा क्षेत्र के भाग हैं और रामगढ़ जिले में फैले हुए हैं।</p>
<p>स्टाफ आफिसर (परियोजना और योजना) सेन्ट्रल कोलफील्डस लिमिटेड, कुन्जु, पिन कोड सं.-825316</p>	<p>सेन्ट्रल कोलफील्डस लिमिटेड के सभी परिसर जो झारखण्ड राज्य में स्थित कुन्जु क्षेत्र के भाग हैं और रामगढ़ जिले में फैले हुए हैं।</p>
<p>स्टाफ आफिसर (परियोजना और योजना) सेन्ट्रल कोलफील्डस लिमिटेड, चरही, पिन कोड सं.-825336</p>	<p>सेन्ट्रल कोलफील्डस लिमिटेड के सभी परिसर जो झारखण्ड राज्य में स्थित चरही क्षेत्र के भाग और हजारीबाग जिले में फैले हुए हैं।</p>
<p>स्टाफ आफिसर (परियोजना और योजना) सेन्ट्रल कोलफील्डस लिमिटेड, पिपरवार, पिन कोड सं.-829201</p>	<p>सेन्ट्रल कोलफील्डस लिमिटेड के सभी परिसर जो झारखण्ड राज्य में स्थित पिपरवार क्षेत्र के भाग हैं और हजारीबाग चतरा और रांची जिले में फैले हुए हैं।</p>
<p>स्टाफ आफिसर (परियोजना और योजना) सेन्ट्रल कोलफील्डस लिमिटेड, उत्तरी कर्णपुरा, डकरा, पिन कोड सं.-829210</p>	<p>सेन्ट्रल कोलफील्डस लिमिटेड के सभी परिसर जो झारखण्ड राज्य में स्थित उत्तरी कर्णपुरा क्षेत्र के भाग हैं और चतरा और रांची जिले में फैले हुए हैं।</p>
<p>स्टाफ आफिसर (परियोजना और योजना) सेन्ट्रल कोलफील्डस लिमिटेड, राजहारा, डाल्टेनगंज, पिन कोड सं.-822101</p>	<p>सेन्ट्रल कोलफील्डस लिमिटेड के सभी परिसर जो झारखण्ड राज्य में स्थित राजहारा क्षेत्र के भाग हैं और पलामू जिले में फैले हुए हैं।</p>
<p>स्टाफ आफिसर (परियोजना और योजना) सेन्ट्रल कोलफील्डस लिमिटेड, केन्द्रीय कार्यशाला, बरकाकाना, पिन कोड सं.-829103</p>	<p>सेन्ट्रल कोलफील्डस लिमिटेड के सभी परिसर जो झारखण्ड राज्य में स्थित बरकाकाना के भाग हैं और जिले में फैले हुए हैं।</p>
<p>स्टाफ आफिसर (कार्मिक) सेन्ट्रल कोलफील्डस लिमिटेड, खनन बचाओ केन्द्र, नईसराय, पिन कोड सं.-829122</p>	<p>सेन्ट्रल कोलफील्डस लिमिटेड के सभी परिसर जो झारखण्ड राज्य में स्थित खनन बचाओ केन्द्र, नईसराय के भाग हैं और रामगढ़ जिले में फैले हुए हैं।</p>
<p>स्टाफ आफिसर (परियोजना और योजना) सेन्ट्रल कोलफील्डस लिमिटेड, रजरप्पा, पिन कोड सं.-825101</p>	<p>सेन्ट्रल कोलफील्डस लिमिटेड के सभी परिसर जो झारखण्ड राज्य में स्थित रजरप्पा क्षेत्र के भाग हैं और रामगढ़ बोकारो जिले में फैले हुए हैं।</p>
<p>स्टाफ आफिसर (कार्मिक और प्रशासन) सेन्ट्रल कोलफील्डस लिमिटेड, (ग्रुप-बोकारो कोल- फील्डस वाशरी), पिन कोड सं.-829116</p>	<p>सेन्ट्रल कोलफील्डस लिमिटेड के सभी परिसर जो झारखण्ड राज्य में स्थित ग्रुप बोकारो वाशरी क्षेत्र के भाग हैं और रामगढ़, हजारीबाग और बोकारो जिले में फैले हुए हैं।</p>

[फा. सं. 43022/2/97-पीआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 15th September, 2009

S.O. 2642.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (40 of 1971) (herein after referred to as the said Act) and in supersession of the notification of the Government of India in the Ministry of Coal number S.O. 674, dated the 16th March, 1998, published in the Gazette of India, Part II, Section 3, sub-section (ii), dated the 4th April, 1998, the Central Government hereby appoints the officers mentioned in column (1) of the table below being the officers of the Company and equivalent to the rank of Gazetted Officer of the Central Government, to be the Estate Officers for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on the Estate Officers by or under the said Act, within the limits of their jurisdictions in respect of the categories of the public premises specified in the corresponding entry in column (2) of the said table.

TABLE

Designation of the Officer	Categories of the Public premises and local limits of jurisdiction
(1)	(2)
Deputy Chief Engineer, (Civil)/Land and Revenue, Central Coalfields Limited, Ranchi, Pin Code No. 834029	All the premises belonging to and under the administrative control of Central Coalfields Limited, Ranchi.
Staff Officer (Project and Planning) Central Coalfields Limited, Kathara, Pin Code No. 829 116	All the premises belonging to Central Coalfields Limited and forming part of Kathara Area situated in the State of Jharkhand spread over in the Districts of Bokaro and Giridih.
Staff Officer (Project and Planning) Central Coalfields Limited, Dhori, Pin Code No. 825 102	All the premises belonging to Central Coalfields Limited and forming part of Dhori Area spread over in the District of Bokaro and situated in the State of Jharkhand.
Staff Officer (Project and Planning) Central Coalfields Limited, Kargali, Pin Code No. 829 104	All the premises belonging to Central Coalfields Limited and forming part of Bokaro & Kargali Area spread over in the Districts of Bokaro, Giridih and situated in the State of Jharkhand.
Staff Officer (Project and Planning) Central Coalfields Limited, Barka Sayal, Pin Code No. 829 103	All the premises belonging to Central Coalfields Limited and forming part of Barka Sayal Area spread over in the Districts of Hazaribagh Ramgarh and situated in the State of Jharkhand.
Staff Officer (Project and Planning) Central Coalfields Limited, Argada, Pin Code No. 829 101	All the premises belonging to Central Coalfields Limited and forming part of Argada Area spread over in the Districts of Hazaribagh and Ramgarh situated in the State of Jharkhand.
Staff Officer (Project and Planning) Central Coalfields Limited, Kuju, Pin Code No. 825 316	All the premises belonging to Central Coalfields Limited and forming part of Kuju Area spread over in the Districts of Ramgarh and Hazaribagh and situated in the State of Jharkhand.
Staff Officer (Project and Planning) Central Coalfields Limited, Charhi, Pin Code No. 825 336	All the premises belonging to Central Coalfields Limited and forming part of Charhi Area spread over in the Districts of Hazaribagh and Ramgarh and situated in the State of Jharkhand.
Staff Officer (Project and Planning) Central Coalfields Limited, Piparwar, Pin Code No. 829 201	All the premises belonging to Central Coalfields Limited and forming part of Piparwar Area spread over in the Districts of Hazaribagh, Chatra and Ranchi and situated in the State of Jharkhand.
Staff Officer (Project and Planning) Central Coalfields Limited, North Karanpura, Dakra, Pin Code No. 829 210	All the premises belonging to Central Coalfields Limited and forming part of North Karanpura Area spread over in the Districts of Chatra and Ranchi and situated in the State of Jharkhand.
Staff Officer (Project and Planning) Central Coalfields Limited, Rajhara, Daltonganj, Pin Code No. 822 101	All the premises belonging to Central Coalfields Limited and forming part of Rajhara Area spread over in the Districts of Palamau and situated in the State of Jharkhand.
Staff Officer (Personnel) Central Coalfields Limited, Central Workshop, Barkakana, Pin Code No. 829 103	All the premises belonging to Central Coalfields Limited and forming part of Central Workshop Barkakana Area spread over in the districts of Hazaribagh and Ramgarh and situated in the State of Jharkhand.

(1)	(2)
Staff Officer (Personnel) Central Coalfields Limited, Mines Rescue Station, Naisarai, Pin Code No. 829 122	All the premises belonging to Central Coalfields Limited and forming part of Mines Rescue Station, Naisarai spread over in the districts of Ramgarh and situated in the State of Jharkhand.
Staff Officer (Personnel) Central Coalfields Limited, Naisarai Hospital, Naisarai, Pin Code No. 829 122	All the premises belonging to Central Coalfields Limited and forming part of Naisarai Hospital spread over in the district of Ramgarh and situated in the State of Jharkhand.
Staff Officer (Project and Planning) Central Coalfields Limited, Rajrappa, Pin Code No. 825 101	All the premises belonging to Central Coalfields Limited and forming part of Rajrappa Area spread over in the Districts of Ramgarh and Bokaro and situated in the State of Jharkhand.
Staff Officer (Personnel and Admn.) Central Coalfields Limited, (Group Bokaro Coalfields Washery), Pin Code No. 829 116	All the premises belonging to Central Coalfields Limited and forming part of Group Bokaro Coalfield Washery spread over in the Districts of Ramgarh, Hazaribagh and Bokaro and situated in the State of Jharkhand.

[No. 43022/2/97-PRIW-1]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 17 सितम्बर, 2009

का.आ. 2643.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 उप-धारा (1) के अधीन भारत सरकार के कोयला मंत्रालय द्वारा जारी की गई अधिसूचना संख्यांक का.आ. 844, तारीख 16 मार्च, 2007, जो भारत के राजपत्र के भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 24 मार्च, 2007 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 1025.00 हेक्टर (लगभग) या 2532.78 एकड़ (लगभग) है कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी;

और केन्द्रीय सरकार ने उक्त अधिनियम की धारा 7 की उप-धारा (1) के अधीन और भारत के राजपत्र, असाधारण, भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 13 मार्च, 2009 में प्रकाशित, भारत सरकार के कोयला मंत्रालय की अधिसूचना सं. का.आ. 730(अ), तारीख 12 मार्च, 2009 द्वारा तारीख 23 मार्च, 2009 से प्रारम्भ होने वाली एक वर्ष की एक और अवधि को उस अवधि के रूप में विनिर्दिष्ट करती है, जिसके भीतर केन्द्रीय सरकार उक्त भूमि या ऐसी भूमि में या उन पर के अधिकारों का अर्जन करने के अपने आशय की सूचना दे सकेगी;

अतिरिक्त भूमि जो उमरेर क्षेत्र में गोकुल ओपनकास्ट ब्लॉक के अधीन जारी उक्त अधिनियम की धारा 4 की उप-धारा (1) और अधिसूचना संख्यांक का.आ. 2765, तारीख 29, सितम्बर, 2008 द्वारा अधिसूचित की गई थी, भारत के राजपत्र के भाग II, खण्ड 3 उप-खण्ड (ii), तारीख 4 अक्टूबर, 2008 में प्रकाशित की गई थी। केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में, जिसका माप 104.23 हेक्टर (लगभग) या 257.56 एकड़ (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी;

और केन्द्रीय सरकार का यह समाधान हो गया है; कि इस अधिसूचना से उपाबद्ध अनुसूची में निहित उक्त भूमि में कोयला अभिप्राप्त योग्य है;

अतः, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 740.85 हेक्टर (लगभग) या 1830.64 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकारों का अर्जन करने की अपने आशय की सूचना देती है;

टिप्पण 1 : इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक संख्या सी-1 (ई) III/एफयूआर/786-0509, तारीख 9 मई, 2009 को कलक्टर, नागपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, काऊंसिल स्ट्रीट, कोलकाता (पिन-700 001) के कार्यालय में या वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल ईस्टेट, सिविल लाईन्स, नागपुर-440 001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

टिप्पण 2 : उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध हैं :-

अर्जन की बाबत आपत्तियाँ—

“8(1) कोई व्यक्ति जो किसी भूमि में, जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण :-

- (1) इस धारा के अर्थान्तर्गत यह आपत्ति नहीं मानी जायेगी, कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन सक्रियाएं करना चाहता है और ऐसी सक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।
- (2) उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जायेगी और सक्षम प्राधिकारी, आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जाँच यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्रवाई के अभिलेख सहित विभिन्न रिपोर्टें केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।
- (3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता, यदि भूमि या ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

टिप्पण 3 : केन्द्रीय सरकार ने कोयला नियंत्रक, 1, कारुसिल हाऊस स्ट्रीट, कोलकाता-700 001 को उक्त अधिनियम की धारा 3 के अधीन अधिसूचना सं. का.आ. 2519 तारीख 27 मई, 1983 द्वारा जो भारत के राजपत्र भाग II, खण्ड 3, उप-खण्ड (ii), में प्रकाशित की गई थी, सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची
गोकुल ओपनकास्ट ब्लॉक
उमरेर क्षेत्र
जिला नागपुर (महाराष्ट्र)

समस्त अधिकार :-

(रेखांक सं. सी-1 (ई) III/एफयूआर/786-0509, तारीख 9 मई, 2009)

क्रम संख्या	ग्राम का नाम	पटवारी सर्कल संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1.	पिराया	40क	भिवापुर	नागपुर	318.18	भाग
2.	पोलगांव	40क	भिवापुर	नागपुर	166.44	भाग
3.	सुकली	40क	भिवापुर	नागपुर	246.70	भाग
4.	बेसुर	40क	भिवापुर	नागपुर	9.53	भाग
					कुल : 740.85	
					हेक्टर (लगभग)	
					या	
					1830.64	
					एकड़ (लगभग)	

ग्राम पिराया में अर्जित किए जाने वाले प्लॉट संख्यांक :-

1, 2, 3, 4/1, 4/2, 4/3, 4/4, 5, 6, 7, 8/1, 8/2, 8/3, 9ए, 9बी, 9सी, 10ए, 10बी, 11, 12/1, 12/2, 13/1, 13/2, 14 + 17/1, 14 + 17/2, 15, 16/1, 16/2, 18, 19, 20, 21, 22, 23, 24/1, 24/2, 25/1, 25/2, 26, 27, 28/1, 28/2, 29/1, 29/2, 29/3, 30, 31, 32, 33, 34/1, 34/2, 35/1, 35/2, 35/3, 36, 37/1, 37/2, 38/1, 38/2, 39, 40/1, 40/2, 40/3, 41ए, 41बी, 42/1, 42/2, 43, 44, 45/1, 45/2, 45/3, 46/1, 46/2, 47, 48, 55, 56/1, 56/2, 56/3, 57/1, 57/1ए, 57/2, 57/3, 58/1, 58/2, 59, 60/1, 60/2, 61, 62, 63, 64/ए1, 64/ए2, 64/बी, 65/1, 65/2ए, 65/2बी, 65/3, 65/4, 66, 67/1, 67/2, 68, 69, 70, 71, 72, 73, 74, 75, 76/1, 76/2, 76/3, 77, 78/1, 78/2, 78/3, 79ए, 79बी, 80, 81, 82/1, 82/2, 83, 84, 85, 86, 87, 88, 89, 90, 91/1, 91/2, 92, 93, 94, 95/1, 95/2, 96, 97, 98/1, 98/2, 99, 100/1, 100/2, 101, 102/1, 102/2, 103/1, 103/2, 104/1 (भाग), 105, 106, 107, 108/1, 108/2, 108/3, 109, 110/1, 110/2, 110/3, 110/4, 111/1, 111/2, 112, 113/1ए, 113/1बी, 113/2ए, 113/2बी, 114, 115, 117, 118, 119, 120/1, 120/2, 121, 122/1, 122/2ए, 122/2बी, 122/3ए, 122/3बी, 122/3सी, 123 (भाग), 124/1 (भाग), 124/2 (भाग), 125/ए1, 125/ए2 (भाग), 125/बी, 126/1 (भाग), 126/2 (भाग), 126/3 (भाग), 127/1 (भाग), 127/2 (भाग), 129, 130 (भाग), 131/1 (भाग), 131/2 (भाग),

134/1 (भाग), 134/2 (भाग), 134/3, 135/1ए (भाग), 135/1बी (भाग), 135/2ए (भाग), 135/2बी (भाग), 135/3, 135/4 (भाग), 136/1, 136/2, 137, 138, 139/1, 139/2, 140, 144/1, 144/2, 144/3, 191, 197/1, 197/2, 198, 199, 200/1, 200/2, 200/3, 206/1ए, 206/ए2, 206/2, 206/3, 206/4ए, 206/4बी, 207, 208, 209, 210/1, 210/2, 210/3, 211/1, 211/2, 212/1, 212/2, 212/3, 213, 214, 215, 216, 217, 218, सड़क (भाग), नाला (भाग)।

ग्राम पोलगांव में अर्जित किए जाने वाले प्लॉट संख्यांक :-

17, 18, 19, 20, 261, 262, 263, 264, 265, 266, 267, 268/1, 268/2, 268/3, 294, 295, 296, 297/1, 297/2, 297/3, 298/1, 298/2, 298/3, 298/3ए, 298/4, 298/5, 299, 300/1, 300/2, 300/3, 300/4, 301, 302, 303/1, 303/2, 304, 305/1, 305/2, 306/1, 306/1ए, 306/2, 307, 308, 309/1, 309/2, 309/3, 315, 316, 317, 318/1ए, 318/1बी, 318/2ए, 318/2बी, 318/3, 318/4, 319, 320, 321/1, 322/2, 321/3, 321/4, 324/1, 324/2, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335/1ए, 335/1बी, 335/2, 335/3, 336, 337/1, 337/2ए, 337/2बी, 338/1ए, 338/1बी, 338/1ए1, 338/2, 338/2ए, 338/2बी, 338/3, 339/1, 339/2ए, 339/2बी, 339/3, 339/4, 340, 341, 342/1, 342/2, 343/1, 343/2, 343/3, 344, 345, 346, 347/1, 347/2, 347/3, 347/4, 347/5, सड़क (भाग), नाला (भाग)।

ग्राम सुकली में अर्जित किए जाने वाले प्लॉट संख्यांक :-

24/1, 24/2, 24/3, 25/1, 25/2, 25/3, 26/1, 26/2, 26/3, 27, 28, 29/1, 29/2ए, 29/2बी, 49/ए, 49/बी, 49/सी, 49/डी, 50/ए, 50/बी, 51, 52/1, 52/2, 53, 54/1, 54/2ए, 54/2बी, 57, 79/1, 79/2, 80, 81, 82/1, 82/2, 82/3, 82/4, 83, 84, 85/1, 85/2, 85/3, 85/4, 85/5, 85/6, 86, 87/ए, 87/बी, 88/1, 88/2, 88/3, 88/4, 89/ए1, 89/ए2, 89/बी, 90/1, 90/2, 90/3, 91, 92, 93, 94/1, 94/2, 94/3, 95, 96, 97/1, 97/2, 98/1, 98/2, 99, 100, 101, 102/1, 102/2, 103, 104, 105/1, 105/2, 105/3, 106, 107/1, 107/2, 108/1, 108/2, 109, 110, 111/1, 111/2, 112/ए, 112/बी, 112/सी, 113, 114, 115, 116, 117, 118/1ए, 118/1बी, 118/2, 118/3, 118/4, 119, 120, 121, 122, 123, 124/1, 124/2, 125, 126/ए1, 126/ए2, 126/ए3, 126/बी, 126/सी, 127, 128, 129, 130/1, 130/2, 130/3, 130/4, 131, 132, 133, 134/1, 134/2, 135/1, 135/2, 140, सड़क (भाग), नाला (भाग)।

ग्राम बेसुर में अर्जित किए जाने वाले प्लॉट संख्यांक :-

195/1, 195/2, 196/1, 196/2, 197, 198/1, 198/2, 199।

सीमा वर्णन :

क-ख : रेखा बिन्दु 'क' से आरम्भ होती है और ग्राम पिराया से गुजरती हुई प्लॉट संख्यांक 122/1, 124/2, 124/1, 125/2बी, की बाह्य सीमा से होते हुए सड़क पार करती है और प्लॉट संख्यांक 126/1, 126/2, 126/3, 129, 130 (भाग), 131/2 (भाग), 131/1 (भाग), 134/2 (भाग), 134/3, 144/1, 144/2, 140, 139/1, की बाह्य सीमा से होते हुए फिर सड़क पार करती है और प्लॉट संख्या 138 की बाह्य सीमा से होते हुए फिर सड़क पार करती है और प्लॉट संख्यांक 1, (आबादी, सरकारी जमीन) की बाह्य सीमा से होकर, सड़क पार करती है और प्लॉट संख्यांक 191, 3, 213, 206/1ए, 200/3, 200/2, 200/1, 199, 197/2 की बाह्य सीमा के साथ जाती हुई ग्राम पिराया तथा ग्राम पोलगांव की सम्मिलित ग्राम सीमा को पार करती है और बिन्दु 'ख' पर मिलती है।

ख-ग : रेखा ग्राम पोलगांव से गुजरती हुई प्लॉट संख्यांक 19, 20, 17, 347/1, 340, 339/3, 339/2बी, 339/2ए, 339/1, 297/1, 297/2 की बाह्य सीमा के साथ जाती हुई सड़क पार करती है और प्लॉट संख्यांक 294, 268/1, 268/2, 268/3, 265, 261, 263, 262, की बाह्य सीमा के साथ जाती हुई, सड़क पार करती है तथा प्लॉट संख्यांक 307, 308, 309/1, 315, 321/4, 321/3, 321/2, 325, 324/1, 324/2 की बाह्य सीमा के साथ जाती हुई, ग्राम पोलगांव तथा ग्राम सुकली की सम्मिलित ग्राम सीमा को पार करती है और बिन्दु 'ग' पर मिलती है।

ग-घ : रेखा ग्राम सुकली से गुजरती हुई प्लॉट संख्यांक 140, 133, 134/1, 134/2, 135/2, की बाह्य सीमा के साथ जाती हुई सड़क पार करती है और प्लॉट संख्यांक 82/4, 82/1, 82/2, 82/3, 81, 80, 79/1 की बाह्य सीमा के साथ जाती हुई नाला पार करती है और प्लॉट संख्या 57 से होते हुए नाला पार करती है और प्लॉट संख्यांक 53, 54/2बी, 54/1, 49/ए, 49/बी, 49/सी, 29/1, 29/2ए, 28, 27, 24/3 से होकर नाले की बाह्य सीमा के साथ जाती हुई, नाले के मध्य में ग्राम सुकली तथा ग्राम पिराया की सम्मिलित ग्राम सीमा पर बिन्दु 'घ' पर मिलती है।

घ-क : रेखा ग्राम पिराया में नाले से होकर, प्लॉट संख्यांक 48, 47 की बाह्य सीमा के साथ जाती हुई सड़क पार करती है, फिर प्लॉट संख्यांक 55, 56/2, 57/1ए, 57/3, 57/2 की बाह्य सीमा से जाते हुए, ग्राम पिराया और ग्राम बेसुर की सम्मिलित ग्राम सीमा को पार करती है, फिर ग्राम बेसुर में प्लॉट संख्यांक 195/1, 196/2, 196/1 की बाह्य सीमा से होते हुए ग्राम बेसुर और ग्राम पिराया की सम्मिलित ग्राम सीमा को पार करती है, फिर ग्राम पिराया से प्लॉट संख्यांक 115, 114, 113/2बी, 113/1ए, 113/1बी, 117, 118, 119, 120/2, 120/1, 121 की बाह्य सीमा के साथ जाती है और आरम्भिक बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/12/2006-पीआरआईडब्ल्यू-I (खण्ड-II)]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 17th September, 2009

S.O.2643 .—Whereas by the notification the Government of India in the Ministry of Coal number S.O. 844 dated the 16th March, 2007, issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section-3, Sub-section (ii) dated the 24th March, 2007 the Central Government gave notice of its intention to prospect for coal in 1025.00 hectares (approximately) or 2532.78 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And, whereas, the notification of the Government of India in the Ministry of Coal number S.O. 730(E) dated the 12th March, 2009 under sub-section (1) of Section 4 of the said Act and published in the Gazette of India (Extra-ordinary) in Part-II, Section 3, Sub-section (ii) dated the 13th March, 2009. The Central Government specified a further period of one year commencing from the 23rd March, 2009 as the period within which the Central Government may give notice of its intention to acquire the said lands or any rights in or over such lands;

Additional land was notified for Gokul Opencast Block in Umrer Area vide number S.O. 2765 dated the 29th September, 2008 issued under sub-section (1) of Section 4 of the said Act and published in the Gazette of India, Part II, Section-3, Sub-section (ii) dated the 4th October, 2008. The Central Government give notice of its intention to prospect for coal in 104.23 hectares (approximately) or 257.56 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And whereas the Central Government is satisfied that coal is obtainable in the part of said lands prescribed in the Schedule (s) appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 the Central Government hereby gives notice of its intention to acquire—

All Rights in or over the lands measuring 740.85 hectares (approximately) or 1830.64 acres (approximately) described in Schedule.

Note 1 : The plan bearing number C-1(E)III/FUR/786-0509 dated the 9th May, 2009 of the area covered by this notification may be inspected in the office of the Collector, Nagpur (Maharashtra) or in the office of the Coal Controller, I, Council House Street, Kolkata (Pin 700 001) or in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra).

Note 2 : Attention is hereby invited to the provisions of Section 8 of the said Act which provides as follows :—

Objections to Acquisition

“8(1) Any person interested in any land in respect of which a notification under Section 7 has been issued, may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation :—

1. It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.
2. Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the object or an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objector and after making such further inquiry if any, as he thinks necessary, either make a report in respect of the land which has been notified under Sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of proceedings held by him, for the decision of that Government.
3. For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.”

Note : 3 The Coal Controller, I, Council House Street, Kolkata-700001 has been appointed by the Central Government as the competent authority under Section 3 of the said Act, vide notification number S.O. 2519 dated the 27th May, 1983 published in Part-II, Section 3, Sub-section (ii) of the Gazette of India, dated the 11th June, 1983.

SCHEDULE
GOKUL OPENCAST BLOCK
UMRER AREA

DISTRICT NAGPUR (MAHARASHTRA)

ALL RIGHTS:

[Plan number C-1(E)III/FUR/786-0509 dated 9th May, 2009]

Sl. No.	Name of village	Patwari Circle number	Tahsil	District	Area in Hectares	Remarks
1.	Piraya	40A	Bhiwapur	Nagpur	318.18	Part
2.	Polgaon	40A	Bhiwapur	Nagpur	166.44	Part
3.	Sukali	40A	Bhiwapur	Nagpur	246.70	Part
4.	Besur	40A	Bhiwapur	Nagpur	9.53	—

Total : **740.85 Hectares**
(approximately)
or 1830.64 Acres
(approximately)

Plot numbers to be acquired in village Piraya :

1, 2, 3, 4/1, 4/2, 4/3, 4/4, 5, 6, 7, 8/1, 8/2, 8/3, 9A, 9B, 9C, 10A, 10B, 11, 12/1, 12/2, 13/1, 13/2, 14+ 17/1, 14+ 17/2, 15, 16/1, 16/2, 18, 19, 20, 21, 22, 23, 24/1, 24/2, 25/1, 25/2, 26, 27, 28/1, 28/2, 29/1, 29/2, 29/3, 30, 31, 32, 33, 34/1, 34/2, 35/1, 35/2, 35/3, 36, 37/1, 37/2, 38/1, 38/2, 39, 40/1, 40/2, 40/3, 41/A, 41/B, 42/1, 42/2, 43, 44, 45/1, 45/2, 45/3, 46/1, 46/2, 47, 48, 55, 56/1, 56/2, 56/3, 57/1, 57/1A, 57/2, 57/3, 58/1, 58/2, 59, 60/1, 60/2, 61, 62, 63, 64/ A1, 64/A2, 64/B, 65/1, 65/2A, 65/2B, 65/3, 65/4, 66, 67/1, 67/2, 68, 69, 70, 71, 72, 73, 74, 75, 76/1, 76/2, 76/3, 77, 78/1, 78/2, 78/3, 79A, 79/B, 80, 81, 82/1, 82/2, 83, 84, 85, 86, 87, 88, 89, 90, 91/1, 91/2, 92, 93, 94, 95/1, 95/2, 96, 97, 98/1, 98/2, 99, 100/1, 100/2, 101, 102/1, 102/2, 103/1, 103/2, 104/1 (Part), 105, 106, 107, 108/1, 108/2, 108/3, 109, 110/1, 110/2, 110/3, 110/4, 111/1, 111/2, 112, 113/1A, 113/1B, 113/2A, 113/2B, 114, 115, 117, 118, 119, 120/1, 120/2, 121, 122/1, 122/2A, 122/2B, 122/3A, 122/B, 122/3C, 123 (Part), 124/1 (Part), 124/2 (Part), 125/ A1, 125/ A2 (Part), 125/B, 126/1 (Part), 126/2 (Part), 126/3 (Part), 127/1 (Part), 127/2 (Part), 129, 130 (Part), 131/1 (Part), 131/2 (Part), 134/1 (Part), 134/2 (Part), 134/3, 135/1A (Part), 135/1B (Part), 135/2A (Part), 135/2B (Part), 135/3, 135/4 (Part), 136/1, 136/2, 137, 138, 139/1, 139/2, 140, 144/1, 144/2, 144/3, 191, 197/1, 197/2, 198, 199, 200/1, 200/2/ 200/3/ 206/1A, 206/ A2, 206/2, 206/3, 206/4A, 206/4B, 207, 208, 209, 210/1, 210/2, 210/3, 211/1, 211/2, 212/1, 212/2, 212/3, 213, 214, 215, 216, 217, 218, road (part), nallah (part).

Plot numbers to be acquired in village Polgaon :

17, 18, 19, 20, 261, 262, 263, 264, 265, 266, 267, 268/1, 268/2, 268/3, 294, 295, 296, 297/1/ 297/2, 297/3, 298/1, 298/2, 298/3, 298/3A/ 298/4, 298/5, 299, 300/1, 300/2, 300/3, 300/4, 301, 302, 303/1, 303/2, 304, 305/1, 305/2/ 306/1, 306/1A, 306/2, 307, 308, 309/1, 309/2, 309/3, 315, 316, 317, 318/1A, 318/1B, 318/2A, 318/2B, 318/3/ 318/4/ 319, 320, 321/1/ 321/2/ 321/3, 321/4, 324/1, 324/2, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334/ 335/1A, 335/1B, 335/2/ 335/3, 336, 337/1, 337/2A, 337/2B, 338/1A, 338/1B, 338/1A1, 338/2, 338/2A, 338/2B, 338/3, 339/1, 339/2A, 339/2B, 339/3, 339/4, 340, 341, 342/1, 342/2, 343/1, 343/2, 343/3, 344, 345, 346, 347/1, 347/2, 347/3, 347/4, 347/5/ road (part), nallah (part).

Plot numbers to be acquired in village Sukali :

24/1, 24/2, 24/3, 25/1, 25/2, 25/3, 26/1, 26/2, 26/3, 27, 28, 29/1, 29/2A, 29/2B, 49/ A, 49/B, 49/C, 49/D, 50/ A, 50/B, 51, 52/1, 52/2, 53, 54/1, 54/2A, 54/2B, 57, 79, 1/ 79/2, 80, 81, 82/1, 82/2, 82/3, 82/4, 83, 84, 85/1, 85/2, 85/3, 85/4, 85/5, 85/6, 86, 87/ A, 87/B, 88/1, 88/2, 88/3, 88/4, 89/ A1, 89/ A2, 89/B, 90/1, 90/2, 90/3, 91, 92, 93, 94/1, 94/2, 94/3, 95, 96, 97/1, 97/2, 98/1, 98/2,

99, 100, 101, 102/1, 102/2, 103, 104, 105/1, 105/2, 105/3, 106, 107/1, 107/2, 108/1, 108/2, 109, 110, 111/1, 111/2, 112/A, 112/B, 112/C, 113, 114, 115, 116, 117, 118/1A, 118/1B, 118/2, 118/3, 118/4, 119, 120, 121, 122, 123, 124/1, 124/2, 125, 126/A1, 126/A2, 126/A3, 126/B, 126/C, 127, 128, 129, 130/1, 130/2, 130/3, 130/4, 131, 132, 133, 134/1, 134/2, 135/1, 135/2, 140, road (part), nallah (part).

Plot numbers to be acquired in village Besur :

195/1, 195/2, 196/1, 196/2, 197, 198/1, 198/2, 199.

Boundary description :

- A - B : Line starts from point 'A' and passes through village Piraya along the outer boundary of plot numbers 122/1, 124/2, 124/1, 125/B, crosses road then passes along the outer boundary of plot numbers 126/1, 126/2, 126/3, 129, 130 (Part), 131/2 (Part), 131/1 (Part), 134/2 (Part), 134/3, 144/1, 144/2, 140, 139/1, again crosses Road, and passes along with the outer boundary of plot number 138, again crosses Road and passes along the outer boundary of plot number 1 (Abadi) again crosses road, then passes along the outer boundary of plot numbers 191, 3, 213, 206/1A, 200/3, 200/2, 200/1, 199, 197/2 and meets on common village boundary of villages Piraya and Polgaon at point 'B'.
- B - C : Line passes through village Polgaon along the outer boundary at plot numbers 19, 20, 17, 347/1, 340, 339/3, 339/2B, 339/2A, 339/1, 297/1, 297/2, crosses road and passes along the outer boundary of plot numbers 294, 268/1, 268/2, 268/3, 265, 261, 263, 262, crosses road and passes along the outer boundary of plot numbers 307, 308, 309/1, 315, 321/4, 321/3, 321/2, 325, 324/1, 324/2 and meets on common village boundary of villages Polgaon and Sukali at point 'C'.
- C - D : Line passes through village Sukali along the outer boundary of plot numbers 140, 133, 134/1, 134/2, 135/2, crosses road then passes along the outer boundary of plot numbers 82/4, 82/1, 82/2, 82/3, 81, 80, 79/1, crosses road then passes along the outer boundary of plot number 57, crosses nallah and passes along the outer boundary of plot numbers 53, 54/2B, 54/1, 49/A, 49/B, 49/C, 29/1, 29/2A, 28, 27, 24/3, then passes along the outer boundary of nallah and meets on centre of nallah and common village boundary of villages Sukali and Piraya at point 'D'.
- D - A : Line passes through nallah in village Piraya along the outer boundary of plot numbers 48, 47, crosses road then passes along the outer boundary of plot numbers 55, 56/2, 57/1A, 57/3, 57/2, crosses common village boundary of villages Piraya and Besur and passes through village Besur along the outer boundary of plot numbers 195/1, 195/2, 196/2, 196/1, crosses common village boundary of villages Besur and Piraya, then passes through village Piraya along the other boundary of plot numbers 115, 114, 113/2B, 113/1A, 113/1B, 117, 118, 119, 120/2, 120/1, 121 and meets at starting point 'A'.

[F. No. 43015/12/2006-PRIW-I (Vol. II)]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 17 सितम्बर, 2009

का.आ. 2644.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अन्तर्गत आने वाले रेखांक संख्या राजस्व/2/2009, तारीख 10 जुलाई, 2009 का निरीक्षण महा प्रबंधक (भूमि और राजस्व), दरभंगा हाउस, सी.सी.एल., रांची या मुख्य महाप्रबंधक, पिपरवार क्षेत्र या उपायुक्त, चतरा, झारखंड या मुख्य महाप्रबंधक, (खोज प्रभाग), केन्द्रीय खनन योजना और डिजाइन संस्थान के कार्यालय में या कोयला नियंत्रक, 1, कार्गिल हाउस स्ट्रीट, कोलकाता के कार्यालय में किया जा सकता है;

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13, की उप-धारा (7) में निर्दिष्ट सभी नक्शों, चाटों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिनों के भीतर भेजेंगे।

अनुसूची
अशोक वेस्ट कोल माइनिंग ब्लॉक
जिला-चतरा, (झारखंड)

(रेखांक संख्या राजस्व/02/2009, दिनांक 10 जुलाई, 2009)

सभी अधिकार

क्र. सं.	मौजा/ग्राम	थाना	ग्राम/थाना सं.	जिला	क्षेत्र हेक्टेयर में (लगभग)	क्षेत्र एकड़ में (लगभग)	टिप्पणी
1.	सरैया	टंडवा	87/244	चतरा	40.69	100.50	(भाग)
2.	झुलुंदा	टंडवा	91/248	चतरा	95.14	235.00	(भाग)
3.	लुकुया	टंडवा	92/249	चतरा	203.44	502.50	(भाग)
4.	तोरहड	टंडवा	93/250	चतरा	70.34	173.75	(भाग)
5.	हेन्जदा	टंडवा	94/251	चतरा	13.46	33.25	(भाग)
कुल					423.07	1045.00	

सीमा का विवरण :

अशोक वेस्ट ब्लॉक :

क-ख-ग-घ-ङ : रेखा 'क' से आरम्भ होती है और चिरलुंगा और कोयलारा की सम्मिलित सीमा के साथ-साथ होते हुए ग्राम सरैया, लुकुया और झुलुंदा से होते हुए बिन्दु 'ङ' पर मिलती है।

ङ-च रेखा झुलुंदा और हेन्जदा ग्राम से होते हुए जो उक्त अधिनियम की धारा 9(1) के अधीन का.आ. 1502 तारीख 26 मई, 1990 द्वारा अशोक ब्लॉक की सम्मिलित सीमा का निर्माण करती है, से होकर गुजरती है और 'ख' बिन्दु पर मिलती है।

च-छ रेखा ग्राम हेन्जदा और तोरहड और ग्राम थेथोगी और सरैया की सम्मिलित सीमा (जो पूर्वोक्त का.आ. 1501 तारीख 26 मई, 1990 द्वारा अशोक ब्लॉक की सम्मिलित सीमा का गठन करती है) से होकर गुजरती है तथा बिन्दु 'छ' पर मिलती है।

छ-क रेखा ग्राम सरैया से होते हुए जो पूर्वोक्त का.आ. सं. 1501 तारीख 26 मई, 1990 द्वारा अशोक ब्लॉक की सम्मिलित सीमा का गठन करती है, से होकर गुजरती है और प्रारंभ बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/21/2009-पीआरआई डब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 17th September, 2009

S.O.2644.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Act (Acquisitions and Development) Act, 1957 (20 of 1957) (herein after referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing number REV/2/2009 dated the 10th July, 2009 of the area covered by this notification can be inspected in the office of the General Manager (Land and Revenue), Darbhanga House, CCL, Ranchi or Chief General Manager, Piparwar Area or Dy. Commissioner, Chatra, Jharkhand or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi or at the office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred in sub-section (7) of Section 13 of the said Act within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Ashoka West Coal Mining Block

Distt. Chatra, (Jharkhand)

(Plan bearing No. Rev/2/2009 dated the 10th July, 2009)

ALL RIGHTS

Sl. No.	Mauja/Village	Thana	Village/Thana No.	District	Area in hectare (approximately)	Area in acres (approximately)	Remarks
1.	Saraiya	Tandwa	87/244	Chatra	40.69	100.50	(Part)
2.	Jhulunda	Tandwa	91/248	Chatra	95.14	235.00	(Part)
3.	Lukuia	Tandwa	92/249	Chatra	203.44	502.50	(Part)
4.	Torhad	Tandwa	93/250	Chatra	70.34	173.75	(Part)
5.	Henjda	Tandwa	94/251	Chatra	13.46	33.25	(Part)
Total Area					423.07	1045.00	

Boundary Description

Ashoka West Block :

- A—B—C—D—E — Line starts from 'A' and passes through in village Saraiya, Lukuia, Jhulunda along common boundary of Chirlunga and Koilara and meets at point 'E'.
- E—F — Line passes, through villages Jhulunda and Henjda which forms common boundary of Ashoka Block under Section 9(1) of the said Act, vide number S. O. 1501 dated 26th May, 1990 and meets at point 'F'.
- F—G — Line passes, through villages Henjda and Torhad and common boundary of villages Thethangi and Saraiya (which forms common boundary of Ashoka Block acquired vide aforesaid number S. O. 1501 dated 26th May, 1990 and meet at point 'G'.
- G—A — Line passes, through in village Saraiya which forms common boundary of acquired Ashoka Block vide aforesaid number S. O. 1501 dated 26th May, 1990 and meet at starting point 'A'.

[F. No. 43015/21/2009/PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 18 सितम्बर, 2009

का.आ.2645.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन भारत सरकार में कोयला मंत्रालय के द्वारा जारी की गई अधिसूचना संख्या का.आ. 3018 तारीख 31 अक्टूबर, 2008 जो भारत के राजपत्र के भाग II खंड 3 उपखंड (ii) तारीख 8 नवम्बर, 2008 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिसर की भूमि में जिसका माप 54.007 हेक्टर (लगभग) या 133.44 एकड़ (लगभग) है, कोयले का पूर्वक्षण करने के अपने आशय की सूचना दी थी;

और केन्द्रीय सरकार को यह समाधान हो गया है कि इस अधिसूचना में संलग्न अनुसूची में निहित की गई उक्त भूमि में कोयला अभिप्राप्त है;

अतः, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 53.822 हेक्टर (लगभग) या 132.99 एकड़ (लगभग) माप की उक्त भूमि का अर्जन करने के अपने आशय की सूचना देती है;

टिप्पण 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बी.एस.पी./जी.एम/पीएलजी/लैंड/341 तारीख 28 अप्रैल, 2009 का निरीक्षण कलेक्टर जिला-उमरिया (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व अनुभाग) सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

टिप्पण 2 : कोयला धारक क्षेत्र (अर्जन और विकास), अधिनियम, 1957 (1957 का 20) की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है :—

अर्जन के बाबत आपत्तियाँ :—

“8(1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण :—

- (1) इस धारा के अन्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन सक्रियाएं करना चाहता है और ऐसी-सक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।
- (2) उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जाएगी और सक्षम अधिकारी, आपत्तिकर्ता को स्वयं सुने जाने, विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जाँच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि का या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़े या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।
- (3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होगा, यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

टिप्पण 3 : केन्द्रीय सरकार ने कोयला नियंत्रक, 1, कार्डिसल हाउस स्ट्रीट, कोलकाता-700001 को उक्त अधिनियम के अधीन भारत के राजपत्र भाग-II, खंड-3, उपखंड (ii) में 4 अप्रैल, 1987 में प्रकाशित अधिसूचना सं. का.आ. 905, तारीख 20 मार्च, 1987 द्वारा सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

कंचन खुली खदान विस्तार ब्लाक, जोहिला क्षेत्र

जिला-उमरिया (मध्य प्रदेश)

(रेखांक सं. एसईसीएल/बी.एस.पी./जी.एम/(पीएलजी)/लैंड/341 तारीख 28 अप्रैल, 2009)

सभी अधिकार :—

क्र. सं.	ग्राम का नाम	पटवारी हल्का संख्या	साधारण संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1.	लहंगी कोठार	103	658	बान्धवगढ़	उमरिया	20.304	(भाग)
2.	छुईहाई	103	246	बान्धवगढ़	उमरिया	6.540	(भाग)
3.	धनबाही	77	351	बान्धवगढ़	उमरिया	21.463	(भाग)
4.	नौसेमेर	104	380	बान्धवगढ़	उमरिया	5.515	(भाग)
कुल क्षेत्र :—				53.822 हेक्टर (लगभग) या 132.99 एकड़			(लगभग)

1. ग्राम लहंगी कोठार (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :—

4/279(भाग), 13(भाग), 14(भाग), 15, 16, 17(भाग), 19(भाग), 20(भाग), 24(भाग), 30(भाग), 33(भाग), 34(भाग), 35(भाग), 37(भाग), 38(भाग), 39(भाग), 40(भाग), 41(भाग), 45(भाग), 46(भाग), 47(भाग), 48(भाग), 49(भाग), 51(भाग), 52(भाग), 56(भाग), 57(भाग), 59(भाग), 60(भाग), 61 से 63, 64(भाग), 65(भाग), 67(भाग), 68(भाग), 212 से 215, 221(भाग), 222(भाग)।

2. ग्राम छुईहाई (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :—

1(भाग), 2(भाग), 56(भाग), 59(भाग), 60(भाग), 61, 62, 63(भाग), 65(भाग), 66(भाग), 67(भाग), 68(भाग), 69(भाग),

70(भाग), 73(भाग), 76(भाग), 91(भाग)।

3. ग्राम धनबाही (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :—

17(भाग), 36(भाग), 37(भाग), 38(भाग), 39(भाग), 40(भाग), 42(भाग), 43(भाग), 44(भाग), 59, 60(भाग), 60/172, 61(भाग), 66(भाग), 67(भाग), 69(भाग), 70(भाग), 71(भाग), 72, 73(भाग), 74(भाग), 155(भाग), 159(भाग), 155/170(भाग), 155/171।

4. ग्राम नौसेर (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :—

30(भाग), 50(भाग), 51(भाग), 52, 53(भाग), 55(भाग)।

सीमा वर्णन :—

- क-ख-ग-घ : रेखा ग्राम लहंगी कोठार में बिन्दु "क" से आरम्भ होती है और ग्राम लहंगी कोठार के प्लॉट संख्या 221, 215, 214, 212, 37 के पूर्वी सीमा और बिन्दु "ख", 40, 41, 30, 46, 45, 49 बिन्दु "ग" से होकर 51 के पश्चिमी सीमा से गुजरती हुई बिन्दु "घ" पर मिलती है।
- घ-ङ-च : रेखा ग्राम लहंगी कोठार के प्लॉट संख्या 51, 52, 56 बिन्दु "ङ" 57, 65, 64, 59, 67, 68 से गुजरती हुई बिन्दु "च" पर मिलती है।
- च-छ : रेखा ग्राम लहंगी कोठार के प्लॉट संख्या में 68, 13, 4/279, 17 से गुजरती हुई ग्राम छुईहाई में प्रवेश करती है और प्लॉट संख्या 73, 70, 69, 68, 66, 63, 69 से गुजरती हुई ग्राम धनबाही में प्रवेश करती है और प्लॉट संख्या 155, 71, 74, 73, 39, 38, 17 से गुजरती हुई बिन्दु "छ" पर मिलती है।
- छ-ज-झ : रेखा ग्राम धनबाही के प्लॉट संख्या 17, 37, 36, 44 बिन्दु "ज" से होकर प्लॉट संख्या 60 के उत्तरी सीमा से गुजरती हुई बिन्दु "झ" पर मिलती है।
- झ-ञ-ट : रेखा ग्राम धनबाही के प्लॉट संख्या 60 के पश्चिमी सीमा से गुजरती हुई ग्राम नौसेर में प्रवेश करती है और बिन्दु "ञ" से होकर प्लॉट संख्या 60 के दक्षिणी सीमा से होती हुई बिन्दु "ट" पर मिलती है।
- ट-ठ-ड : रेखा ग्राम नौसेर के प्लॉट संख्या 50 के पश्चिमी सीमा से होकर प्लॉट संख्या 50, 51, 53, 55 से गुजरती हुई ग्राम छुईहाई में प्रवेश करती है और प्लॉट संख्या 2 से होती हुई बिन्दु "ड" पर मिलती है।
- ड-ढ-ण-त : रेखा ग्राम छुईहाई के प्लॉट संख्या 2, 1 से होकर ग्राम धनबाही में प्रवेश करती है और प्लॉट संख्या 159/163, 159 बिन्दु "ढ" 60, बिन्दु "ण" 61, 43, 42, 40, 2, 37 से होती हुई बिन्दु "त" पर मिलती है।
- त-थ-द-ध : रेखा ग्राम धनबाही के प्लॉट संख्या 37, 39, 66, 67, 69, 159, 70 बिन्दु "थ", बिन्दु "द", 159, 155/170, 155 से होकर ग्राम छुईहाई में प्रवेश करती है और प्लॉट संख्या 65, 56, 59, 60 से होकर 61, 62 के दक्षिणी सीमा तथा 66, 76, 70, 73 से होकर ग्राम लहंगी कोठार में प्रवेश करती है और प्लॉट संख्या 17, 19, 20, 24, 20, 14, 13, 59 से होती हुई बिन्दु "ध" पर मिलती है।
- ध-न-प : रेखा ग्राम लहंगी कोठार के प्लॉट संख्या 59 से होकर प्लॉट संख्या 61 के पश्चिमी सीमा तथा प्लॉट संख्या 60, 57, 52, 56 बिन्दु "न" 52, 51, 49, 48, 45, 46, 47, 30, 39, 37, 38, 37, 35, 34, 33 से होती हुई बिन्दु "प" पर मिलती है।
- प-फ-ब : रेखा ग्राम लहंगी कोठार के प्लॉट संख्या 33, 222 से होकर ग्राम छुईहाई में प्रवेश करती है और प्लॉट संख्या 91, बिन्दु "फ" से होकर प्लॉट संख्या 91 के पश्चिमी सीमा से होती हुई बिन्दु "ब" पर मिलती है।
- ब-क : रेखा ग्राम छुईहाई के प्लॉट संख्या 91 से होकर ग्राम लहंगी कोठार में प्रवेश करती है और प्लॉट संख्या 222, 221 से होती हुई आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/17/2008-पीआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 18th September, 2009

S.O. 2645.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 3018 dated the 31st October, 2008 issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section 3, sub-section (ii) dated the 8th November, 2008, the Central Government gave notice of its intention to prospect for coal in 54.007 hectares (approximately) or 133.44 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

[illegible]

1. Plot numbers to be acquired in village Lahangi Kothar (Part):

4/279(P), 13(P), 14(P), 15, 16, 17(P), 19(P), 20(P), 24(P), 30(P), 33(P), 34(P), 35(P), 37(P), 38(P), 39(P), 40(P), 41 (P), 45(P), 46(P), 47(P), 48(P), 49(P), 51 (P), 52(P), 56(P), 57(P), 59(P), 60(P), 61 to 63, 64(P), 65(P), 67(P), 68(P), 212 to 215, 221(P), 222(P).

2. Plot numbers to be acquired in village Chhuihai (Part):

1 (P), 2(P), 56(P), 59(P), 60(P), 61, 62, 63(P), 65(P), 66(P), 67, 68(P), 69(P), 70(P), 73(P), 76(P), 91(P).

3. Plot numbers to be acquired in village Dhanbahi (Part):

17(P), 36(P), 37(P), 38(P), 39(P), 40(P), 42(P), 43(P), 44(P), 59, 60(P), 60/172, 61 (P), 66(P), 67(P), 69(P), 70(P), 71 (P), 72, 73(P), 74(P), 155(P), 159(P), 155/170(P), 155/171.

4. Plot numbers to be acquired in village Nausemar (Part):

30(P), 50(P), 51 (P), 52, 53(P), 55(P).

Boundary Description :

- A-B-C-D** Line starts from point 'A' in village Lahangi Kothar and passes along the eastern boundary of plot no. 221, 215, 214, 212, 37, through point 'B', plot no. 40, 41, 30, 46, 45, 49, point 'C', then along western boundary of plot no. 51 and meets at point 'D'.
- D-E-F** Line passes in village Lahangi Kothar through plot no. 51, 52, 56, point 'E', 57, 65, 64, 59, 67, 68 and meets at point 'F'.
- F-G** Line passes in village Lahangi Kothar through plot no. 68, 13, 4/279, 17 then enter in village Chhuihai and passes through plot no. 73, 70, 69, 68, 66, 63, 69, after that enter in village Dhanbahi and passes through plot no. 155, 71, 74, 73, 39, 38, 17 and meets at point 'G'.
- G-H-I** Line passes in village Dhanbahi through plot no. 17, 37, 36, 44, point 'H', northern boundary of plot no. 60 and meets at point 'I'.
- I-J-K** Line passes in village Dhanbahi along western boundary of plot no. 60 then enter in village Nausemar and passes through point 'J', along southern boundary of plot no. 60 and meets at point 'K'.
- K-L-M** Line passes in village Nausemar along western boundary of plot no. 50, through plot no. 50, 51, 53, 55 then enter in village Chhuihai and passes through plot no. 2 and meets at point 'M'.
- M-N-O-P** Line passes in village Chhuihai through plot no. 2, 1 then enter in village Dhanbahi and passes through plot no. 159/163, 159, point 'N', 60, point 'O', 61, 43, 42, 40, 37 and meets at point 'P'.
- P-Q-R-S** Line passes in village Dhanbahi through plot no. 37, 39, 66, 67, 69, 159, 70, point 'Q', point 'R', 159, 155/170, 155 then enter in village Chhuihai and passes through 65, 56, 59, 60, southern boundary of plot no. 61, 62, through plot no. 66, 76, 70, 73 after that enter in village Lahangi Kothar and passes through plot no. 17, 19, 20, 24, 20, 14, 13, 59 and meets at point 'S'.
- S-T-U** Line passes in village Lahangi Kothar through plot no. 59, western boundary of plot no. 61, through plot no. 60, 57, 52, 56, point 'T' 52, 51, 49, 48, 45, 46, 47, 30, 39, 37, 38, 37, 35, 34, 33 and meets at point 'U'.
- U-V-W** Line passes in village Lahangi Kothar through plot no. 33, 222 then enter in village Chhuihai and passes through plot no. 91, point 'V', along western boundary of plot no. 91 and meets at point 'W'.
- W-A** Line passes in village Chhuihai through plot no. 91 then enter in village Lahangi Kothar and passes through plot no. 222, 221 and meets at point 'A'.

[F. No. 43015/17/2008-PRJW-1]

M. SHAHABUDEEN, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 22 सितम्बर, 2009

का.आ. 2646.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय के का.आ. 1179 दिनांक 28.04.09, द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात् उक्त अधिनियम कहा जायेगा) की धारा 3(1) के अधीन अधिसूचना प्रकाशित कर, रमन मंडी (पंजाब राज्य में) से बहादुरगढ़ (हरियाणा राज्य में) तक, पेट्रोलियम उत्पाद के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा सी जी एस आर उत्पाद निष्क्रमण परियोजना रमन मंडी से बहादुरगढ़ पेट्रोलियम पाइपलाइन के सम्बन्ध में उक्त अधिसूचना से सलग्न अनुसूची में निर्दिष्ट तहसील सांपला जिला रोहतक राज्य हरियाणा की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी,

और, उक्त अधिसूचना की प्रतियां जनता को दिनांक 18.06.2009 को उपलब्ध करा दी गई थी,

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है।

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त होकर हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : साँपला		जिला : रोहतक		राज्य : हरियाणा		
गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. पाक्समा	57	25	4/2	00	00	25
			5/1/1	00	04	80
			5/1/2	00	07	33
			5/2	00	01	01
			6	00	03	03
		26	25/1/2	00	01	77
			25/2/1	00	00	25
			25/2/2	00	03	79
		28	1	00	00	25
			10	00	12	14
			11/1	00	01	77
			11/2	00	03	79
			12	00	09	86
			18	00	06	57
			19	00	08	60
			23/1/1	00	00	25
			23/1/2	00	02	78
			23/2/1	00	02	27
			23/2/2	00	02	27
			23/3/1	00	02	27
			23/3/2	00	02	27
			24	00	02	78
		29	3	00	00	25
			4/1	00	06	07
			4/2	00	07	84
			5	00	00	75

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		29	6	00	13	66
			7	00	01	01
			15	00	04	04
		30	5	00	00	25
		31	3	00	12	90
			7	00	07	84
			8	00	05	56
			14	00	12	39
			15/1	00	00	50
			16/2	00	10	62
			17	00	02	02
			25/1	00	10	62
			25/2	00	00	75
		32	10/2/2	00	02	53
			11	00	07	33
			19/1	00	00	75
			19/2	00	07	08
			20/1	00	09	61
			22/1	00	09	86
			22/2	00	01	01
			23	00	04	30
		48	1	00	03	03
			2	00	08	60
			9/2	00	10	62
		49	20	00	05	81
			21	00	13	40
		50	21	00	01	51

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		51	1	00	11	13
			9	00	05	06
			10	00	08	34
			12/1	00	00	25
			12/2	00	12	65
			13	00	00	25
			18	00	09	36
			19/1	00	04	04
			23/1/1	00	10	62
			23/1/2	00	01	26
			23/2	00	00	25
			24/1/1	00	00	50
			24/2/1/1	00	00	75
			24/2/1/2	00	00	25
		52	3/1/1	00	00	75
			3/2/2	00	00	25
			4/1	00	00	50
			4/2	00	11	63
			6/2	00	02	53
			7	00	10	37
			14/2	00	00	25
			15	00	12	90
			16	00	07	08
			228	00	01	25
			216	00	01	51
			208	00	01	01
			219	00	00	50
2. कसरेन्टी	47	10	21	00	00	25
		11	1/1	00	01	77
			1/2	00	08	09
			9	00	09	86
			10	00	07	33

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		11	12/2	00	06	57
			13	00	09	36
			गस्ता	00	01	01
			16	00	00	25
			17	00	11	63
			18/1	00	05	56
			24	00	03	79
			25	00	13	91
		12	5/1/1	00	04	30
			5/1/2	00	02	53
			5/2	00	00	25
		13	8	00	01	26
			9	00	02	53
			12	00	00	75
			13	00	13	66
			17/2	00	09	61
			18/1	00	06	07
			24/1	00	06	07
			24/2	00	01	01
			25/1	00	00	25
			25/2/1	00	08	60
			25/2/2	00	00	50
		18	5	00	02	27
		19	1/1	00	00	75
			1/2	00	13	66
			2	00	00	25
			8/1	00	00	25
			8/2	00	00	25
			9	00	14	92
			10/1	00	01	77
			12	00	01	01

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		19	13	00	14	16
			14	00	01	26
			16	00	01	51
			17/1	00	06	57
			17/2	00	08	34
			रास्ता	00	01	01
			18	00	00	50
			24	00	00	25
			25	00	14	16
			रास्ता	00	00	25
		20	21/1	00	02	02
			21/2	00	00	25
		28	21	00	08	34
		29	1	00	13	40
			2	00	03	79
			8	00	04	30
			9	00	12	65
			13	00	11	38
			14	00	06	07
			16	00	06	83
			17/1	00	09	86
			17/2	00	00	25
			25/1	00	00	25
			25/2	00	09	61
		41	1	00	08	85
			2	00	09	36
			8/1	00	09	86
			8/2	00	00	50
			9	00	06	83
			13	00	06	07
			14/1	00	01	51

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		41	14/2	00	09	61
			15/2	00	00	25
			16	00	11	63
			गस्ता	00	00	75
			गस्ता	00	00	50
			17/1	00	04	55
			25	00	02	02
		42	20	00	00	25
			21	00	14	16
			22	00	00	25
		44	1/1	00	01	51
			गस्ता	00	00	50
			2	00	14	42
			3/1	00	00	25
			3/2/2	00	00	25
			7	00	00	75
			8	00	14	42
			9	00	01	77
			13	00	00	75
			14	00	07	84
3. मोरखेडी	48	57	14	00	06	57
			15	00	03	54
			16/1	00	05	81
			16/2/1	00	03	79
			16/2/2	00	00	25
			17/1	00	00	25
			25	00	11	38
		58	5/1	00	00	25
			5/2	00	11	13
			6	00	08	34

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		59	10	00	05	06
			11/1	00	00	50
			11/2	00	05	81
			11/3	00	06	83
			12	00	00	25
			19	00	10	12
			20	00	02	78
			22	00	10	37
			23	00	04	04
		75	21	00	08	09
		76	2	00	00	25
			3	00	13	66
			4	00	00	25
			7	00	09	86
			8	00	04	04
			14/1	00	10	12
			14/2	00	00	75
			15	00	02	53
			16/1	00	12	65
			16/2	00	00	75
			17/1	00	00	25
			25	00	05	31
		81	1/1	00	00	75
			1/2	00	06	57
			1/3	00	05	31
			2/2	00	01	26
			9	00	12	65
			10	00	00	75
			12/1/2	00	00	25
			12/2	00	07	84
			13	00	05	31
			17	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		81	18	00	13	15
			23/1	00	03	03
			24	00	09	86
		92	4	00	05	06
			100/2	00	01	26
4. समचाना	28	49	10	00	01	51
			11	00	11	89
			20	00	06	07
			19/1	00	00	25
			19/2	00	06	83
			22	00	13	66
			23	00	00	25
		50	5	00	05	06
			6	00	10	12
			15	00	00	25
		56	2	00	02	02
			3	00	11	13
			7/2	00	00	25
			7/3	00	01	25
			7/4	00	02	78
			8	00	10	12
			13/2	00	00	25
			14	00	12	90
			16	00	07	84
			17	00	05	31
			25	00	11	89
		57	21	00	00	50
		77	1	00	11	63
			9	00	04	30

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		77	10	00	08	09
			12	00	13	40
			19	00	11	13
			22/1/1	00	05	56
			22/1/2	00	02	53
			22/2	00	01	77
		78	5	00	00	75
		86	2/2	00	11	13
			8/2	00	01	77
			9/2	00	09	86
			12/2	00	00	25
			12/3	00	01	50
			13/1	00	09	61
			18	00	11	38
			23	00	09	86
		106	3	00	11	63
			4	00	00	25
			7/2	00	06	32
			8	00	03	54
			13	00	00	25
			14	00	11	38
			17	00	11	38
			24/1	00	03	03
			24/2	00	08	34
		115	4	00	09	10
			5/1	00	00	25
			5/2	00	02	02
			6	00	09	86
			7/1	00	01	26
			15	00	11	38
			16	00	11	38
			25	00	10	87

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		116	21/1	00	00	25
		132	1	00	03	28
			10	00	10	12
			11	00	11	38
			20/1	00	06	07
			20/2	00	05	06
			21	00	10	87
			22	00	00	50
		133	5	00	03	54
			6	00	00	25
		140	1	00	03	03
			2	00	07	08
			9	00	11	38
			12	00	11	13
			19/1	00	01	01
			19/2	00	08	85
			22/2	00	06	83
			23	00	03	79
		156	19	00	00	75
			20/1	00	04	04
			20/2	00	00	25
			21	00	07	84
			22	00	10	87
		157	2	00	00	75
			3	00	08	09
			8	00	11	38
			13	00	11	38
			16/1/1	00	01	26
			16/1/2	00	00	25
			16/2	00	02	53

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		157	16/3	00	00	50
			17	00	05	31
			18	00	10	12
			23/1/1	00	00	75
			24	00	02	27
			25/1	00	05	31
			25/2/1	00	02	27
			25/2/2	00	00	50
			26	00	02	53
		163	2	00	11	38
			8/1	00	01	01
			8/2	00	04	30
			9	00	06	07
			13/1	00	09	61
			13/2	00	01	25
			17/2	00	00	50
			18	00	11	38
			23/1	00	02	02
			24/1	00	02	02
			24/2	00	06	57
		171	4	00	11	38
			6/1/2	00	02	02
			6/2	00	01	26
			7	00	08	85
			14/1	00	00	25
			15/1	00	00	75
			15/2	00	11	13
			16	00	08	34
			227	00	01	51
			230	00	01	51
			231	00	01	51
			236	00	01	77

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			267	00	01	51
			279	00	01	51
			298	00	00	25
			536	00	03	03
			537	00	02	02
			546	00	01	51
			573	00	01	26
			574	00	00	25
			583	00	02	02
			603	00	00	50
			606	00	00	50
5. मैसूर खुरद	31	1	16	00	03	28
			25	00	03	54
		2	20	00	00	25
			21	00	08	09
		3	1	00	11	13
			10	00	11	13
			11	00	06	83
			12	00	05	06
			21	00	00	25
			22	00	11	63
		9	2	00	11	63
			8	00	02	78
			9/1	00	04	30
			9/2	00	04	04
			12	00	00	50
			13	00	11	13
			18	00	11	63
			23	00	11	38
			24	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		10	3/1	00	01	01
			3/2	00	01	01
			4/1	00	00	75
			4/2	00	02	78
			4/3	00	05	31
			7/1/2	00	04	55
			7/2	00	07	33
			14/1	00	04	55
			14/2	00	07	08
			15	00	00	25
			16	00	06	83
			17	00	05	31
			25	00	11	63
		17	5	00	11	13
			6	00	08	09
			15	00	00	25
		28	1	00	12	14
			2	00	00	25
			9	00	10	12
			10/1	00	02	02
			12	00	12	14
			13	00	00	50
			18	00	11	63
			19	00	01	26
			23	00	04	55
		30	1/1	00	01	26
			2/1	00	00	25
			2/2	00	08	85
			2/3	00	05	06

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		30	3/2	00	04	30
			7	00	09	86
			8	00	06	57
			14	00	07	08
			15	00	06	83
			16	00	12	65
			25	00	03	28
		31	21	00	08	60
		37	10/1	00	01	51
			10/2	00	02	02
			11	00	11	63
			20	00	12	14
			21	00	10	37
			22	00	01	26
			76/2/2	00	01	26
			82	00	03	28
			85	00	00	50
			86	00	00	50
			88	00	00	50
			99	00	00	50
			105	00	00	50
			106	00	01	51
6. पैसर कलां	30	43	24	00	06	07
		56	20/2	00	01	77
			21	00	12	14
		57	3/2	00	01	77
			4	00	10	87

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		57	6	00	00	75
			7	00	12	39
			14	00	01	26
			15	00	11	63
			16	00	09	86
			25	00	00	25
		61	1	00	10	12
			2	00	02	78
			9	00	12	14
			10	00	00	25
			12	00	08	09
			13	00	04	04
			18	00	12	39
			19	00	00	25
			23	00	08	85
			24	00	04	04
		69	20	00	03	28
			21	00	12	14
		70	3	00	00	25
			4	00	11	63
			6	00	03	28
			7/1	00	08	09
			7/2	00	00	75
			14	00	00	25
			15	00	12	14
			16	00	07	33
			25	00	00	25
		73	1	00	09	61
			2/1	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		73	2/2	00	02	02
			9/1	00	00	50
			9/2	00	09	61
			83	00	02	53
			102	00	05	31
7. नयाबांस	33	35	12	00	04	80
			18	00	17	45
			24	00	16	95
			25	00	06	07
		51	5	00	11	63
		52	9/3	00	01	77
			10	00	17	45
			11	00	00	25
			12/1	00	07	08
			12/2	00	05	31
			12/3	00	00	50
			12/4	00	01	77
			13	00	00	25
			17/2	00	00	25
			18/1	00	00	25
			18/2	00	14	92
			19/1	00	00	75
			19/2	00	00	25
			19/3	00	01	01
			23	00	01	77
			24/1	00	00	50
			24/2/1	00	11	13
		55	4/1	00	03	28
			4/2	00	02	02

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		55	5	00	09	61
			6/1	00	07	59
			6/2	00	00	25
		54	10	00	08	09
			11	00	08	60
			90	00	01	26
			98	00	04	04
			108	00	00	50

[फा. सं. आर-31015/5/2009-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, the 22th September, 2009

S. O. 2646.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas, published in the Gazette of India vide number S.O. 1179 dated the 28th April 2009, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying pipeline for the transportation of Petroleum Products from Raman Mandi in the State of Punjab to Bahadurgarh in the State of Haryana by the Hindustan Petroleum Corporation Limited for implementing the "GGSR Products Evacuation Project pipeline from Raman Mandi to Bahadurgarh" in Tehsil **Sampla**, District **Rohtak**, in **Haryana** State;

And whereas, copies of the said gazette notification were made available to the public on 18.06.2009.

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act, has submitted his report to the Central Government.

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of users in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Hindustan Petroleum Corporation Limited free from all encumbrances.

SCHEDULE

Tehsil : SAMPLA		District : ROHTAK		State : HARYANA		
Name of Village	Hadbast No.	Mustatil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. PAKASMA	57	25	4/2	00	00	25
			5/1/1	00	04	80
			5/1/2	00	07	33
			5/2	00	01	01
			6	00	03	03
			26			
			25/1/2	00	01	77
			25/2/1	00	00	25
			25/2/2	00	03	79
			28			
			1	00	00	25
			10	00	12	14
			11/1	00	01	77
			11/2	00	03	79
			12	00	09	86
			18	00	06	57
			19	00	08	60
			23/1/1	00	00	25
			23/1/2	00	02	78
			23/2/1	00	02	27
			23/2/2	00	02	27
			23/3/1	00	02	27
			23/3/2	00	02	27
			24	00	02	78
			29			
			3	00	00	25
			4/1	00	06	07
			4/2	00	07	84
			5	00	00	75

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			6	00	13	66
			7	00	01	01
			15	00	04	04
		30	5	00	00	25
		31	3	00	12	90
			7	00	07	84
			8	00	05	56
			14	00	12	39
			15/1	00	00	50
			16/2	00	10	62
			17	00	02	02
			25/1	00	10	62
			25/2	00	00	75
		32	10/2/2	00	02	53
			11	00	07	33
			19/1	00	00	75
			19/2	00	07	08
			20/1	00	09	61
			22/1	00	09	86
			22/2	00	01	01
			23	00	04	30
		48	1	00	03	03
			2	00	08	60
			9/2	00	10	62
		49	20	00	05	81
			21	00	13	40
		50	21	00	01	51

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		51	1	00	11	13
			9	00	05	06
			10	00	08	34
			12/1	00	00	25
			12/2	00	12	65
			13	00	00	25
			18	00	09	36
			19/1	00	04	04
			23/1/1	00	10	62
			23/1/2	00	01	26
			23/2	00	00	25
			24/1/1	00	00	50
			24/2/1/1	00	00	75
			24/2/1/2	00	00	25
		52	3/1/1	00	00	75
			3/2/2	00	00	25
			4/1	00	00	50
			4/2	00	11	63
			6/2	00	02	53
			7	00	10	37
			14/2	00	00	25
			15	00	12	90
			16	00	07	08
			228	00	01	26
			216	00	01	51
			208	00	01	01
			219	00	00	50
2. KISARHANTI	47	10	21	00	00	25
		11	1/1	00	01	77
			1/2	00	08	09
			9	00	09	86
			10	00	07	33

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		11	12/2	00	06	57
			13	00	09	36
			Cart Track	00	01	01
			16	00	00	25
			17	00	11	63
			18/1	00	05	56
			24	00	03	79
			25	00	13	91
		12	5/1/1	00	04	30
			5/1/2	00	02	53
			5/2	00	00	25
		13	8	00	01	26
			9	00	02	53
			12	00	00	75
			13	00	13	66
			17/2	00	09	61
			18/1	00	06	07
			24/1	00	06	07
			24/2	00	01	01
			25/1	00	00	25
			25/2/1	00	08	60
			25/2/2	00	00	50
		18	5	00	02	27
		19	1/1	00	00	75
			1/2	00	13	66
			2	00	00	25
			8/1	00	00	25
			8/2	00	00	25
			9	00	14	92
			10/1	00	01	77
			12	00	01	01

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		19	13	00	14	16
			14	00	01	26
			16	00	01	51
			17/1	00	06	57
			17/2	00	08	34
			Cart Track	00	01	01
			18	00	00	50
			24	00	00	25
			25	00	14	16
			Cart Track	00	00	25
		20	21/1	00	02	02
			21/2	00	00	25
		28	21	00	08	34
		29	1	00	13	40
			2	00	03	79
			8	00	04	30
			9	00	12	65
			13	00	11	38
			14	00	06	07
			16	00	06	83
			17/1	00	09	86
			17/2	00	00	25
			25/1	00	00	25
			25/2	00	09	61
		41	1	00	08	85
			2	00	09	36
			8/1	00	09	86
			8/2	00	00	50
			9	00	06	83
			13	00	06	07
			14/1	00	01	51

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		41	14/2	00	09	61
			15/2	00	00	25
			16	00	11	63
			Cart Track	00	00	75
			Cart Track	00	00	50
			17/1	00	04	55
			25	00	02	02
		42	20	00	00	25
			21	00	14	16
			22	00	00	25
		44	1/1	00	01	51
			Cart Track	00	00	50
			2	00	14	42
			3/1	00	00	25
			3/2/2	00	00	25
			7	00	00	75
			8	00	14	42
			9	00	01	77
			13	00	00	75
			14	00	07	84
3. MORE KHARI	48	57	14	00	06	57
			15	00	03	54
			16/1	00	05	81
			16/2/1	00	03	79
			16/2/2	00	00	25
			17/1	00	00	25
			25	00	11	38
		58	5/1	00	00	25
			5/2	00	11	13
			6	00	08	34

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		59	10	00	05	06
			11/1	00	00	50
			11/2	00	05	81
			11/3	00	06	83
			12	00	00	25
			19	00	10	12
			20	00	02	78
			22	00	10	37
			23	00	04	04
		75	21	00	08	09
		76	2	00	00	25
			3	00	13	66
			4	00	00	25
			7	00	09	86
			8	00	04	04
			14/1	00	10	12
			14/2	00	00	75
			15	00	02	53
			16/1	00	12	65
			16/2	00	00	75
			17/1	00	00	25
			25	00	05	31
		81	1/1	00	00	75
			1/2	00	06	57
			1/3	00	05	31
			2/2	00	01	26
			9	00	12	65
			10	00	00	75
			12/1/2	00	00	25
			12/2	00	07	84
			13	00	05	31
			17	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		81	18	00	13	15
			23/1	00	03	03
			24	00	09	86
		92	4	00	05	06
			100/2	00	01	26
4. SAMCHANA	28	49	10	00	01	51
			11	00	11	89
			20	00	06	07
			19/1	00	00	25
			19/2	00	06	83
			22	00	13	66
			23	00	00	25
		50	5	00	05	06
			6	00	10	12
			15	00	00	25
		56	2	00	02	02
			3	00	11	13
			7/2	00	00	25
			7/3	00	01	25
			7/4	00	02	78
			8	00	10	12
			13/2	00	00	25
			14	00	12	90
			16	00	07	84
			17	00	05	31
			25	00	11	89
		57	21	00	00	50
		77	1	00	11	63
			9	00	04	30

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		77	10	00	08	09
			12	00	13	40
			19	00	11	13
			22/1/1	00	05	56
			22/1/2	00	02	53
			22/2	00	01	77
		78	5	00	00	75
		86	2/2	00	11	13
			8/2	00	01	77
			9/2	00	09	86
			12/2	00	00	25
			12/3	00	01	50
			13/1	00	09	61
			18	00	11	38
			23	00	09	86
		106	3	00	11	63
			4	00	00	25
			7/2	00	06	32
			8	00	03	54
			13	00	00	25
			14	00	11	38
			17	00	11	38
			24/1	00	03	03
			24/2	00	08	34
		115	4	00	09	10
			5/1	00	00	25
			5/2	00	02	02
			6	00	09	86
			7/1	00	01	26
			15	00	11	38
			16	00	11	38
			25	00	10	87

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		116	21/1	00	00	25
		132	1	00	03	28
			10	00	10	12
			11	00	11	38
			20/1	00	06	07
			20/2	00	05	06
			21	00	10	87
			22	00	00	50
		133	5	00	03	54
			6	00	00	25
		140	1	00	03	03
			2	00	07	08
			9	00	11	38
			12	00	11	13
			19/1	00	01	01
			19/2	00	08	85
			22/2	00	06	83
			23	00	03	79
		156	19	00	00	75
			20/1	00	04	04
			20/2	00	00	25
			21	00	07	84
			22	00	10	87
		157	2	00	00	75
			3	00	08	09
			8	00	11	38
			13	00	11	38
			16/1/1	00	01	26
			16/1/2	00	00	25
			16/2	00	02	53

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		157	16/3	00	00	50
			17	00	05	31
			18	00	10	12
			23/1/1	00	00	75
			24	00	02	27
			25/1	00	05	31
			25/2/1	00	02	27
			25/2/2	00	00	50
			26	00	02	53
		163	2	00	11	38
			8/1	00	01	01
			8/2	00	04	30
			9	00	06	07
			13/1	00	09	61
			13/2	00	01	25
			17/2	00	00	50
			18	00	11	38
			23/1	00	02	02
			24/1	00	02	02
			24/2	00	06	57
		171	4	00	11	38
			6/1/2	00	02	02
			6/2	00	01	26
			7	00	08	85
			14/1	00	00	25
			15/1	00	00	75
			15/2	00	11	13
			16	00	08	34
			227	00	01	51
			230	00	01	51
			231	00	01	51
			236	00	01	77

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			267	00	01	51
			279	00	01	51
			298	00	00	25
			536	00	03	03
			537	00	02	02
			546	00	01	51
			573	00	01	26
			574	00	00	25
			583	00	02	02
			603	00	00	50
			606	00	00	50
5. BHANSRU KHURD	31	1	16	00	03	28
			25	00	03	54
		2	20	00	00	25
			21	00	08	09
		3	1	00	11	13
			10	00	11	13
			11	00	06	83
			12	00	05	06
			21	00	00	25
			22	00	11	63
		9	2	00	11	63
			8	00	02	78
			9/1	00	04	30
			9/2	00	04	04
			12	00	00	50
			13	00	11	13
			18	00	11	63
			23	00	11	38
			24	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		10	3/1	00	01	01
			3/2	00	01	01
			4/1	00	00	75
			4/2	00	02	78
			4/3	00	05	31
			7/1/2	00	04	55
			7/2	00	07	33
			14/1	00	04	55
			14/2	00	07	08
			15	00	00	25
			16	00	06	83
			17	00	05	31
			25	00	11	63
		17	5	00	11	13
			6	00	08	09
			15	00	00	25
		28	1	00	12	14
			2	00	00	25
			9	00	10	12
			10/1	00	02	02
			12	00	12	14
			13	00	00	50
			18	00	11	63
			19	00	01	26
			23	00	04	55
		30	1/1	00	01	26
			2/1	00	00	25
			2/2	00	08	85
			2/3	00	05	06

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		30	3/2	00	04	30
			7	00	09	86
			8	00	06	57
			14	00	07	08
			15	00	06	83
			16	00	12	65
			25	00	03	28
		31	21	00	08	60
		37	10/1	00	01	51
			10/2	00	02	02
			11	00	11	63
			20	00	12	14
			21	00	10	37
			22	00	01	26
			76/2/2	00	01	26
			82	00	03	28
			85	00	00	50
			86	00	00	50
			88	00	00	50
			99	00	00	50
			105	00	00	50
			106	00	01	51
6. BHANSRU KALAN	30	43	24	00	06	07
		56	20/2	00	01	77
			21	00	12	14
		57	3/2	00	01	77
			4	00	10	87

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		57	6	00	00	75
			7	00	12	39
			14	00	01	26
			15	00	11	63
			16	00	09	86
			25	00	00	25
		61	1	00	10	12
			2	00	02	78
			9	00	12	14
			10	00	00	25
			12	00	08	09
			13	00	04	04
			18	00	12	39
			19	00	00	25
			23	00	08	85
			24	00	04	04
		69	20	00	03	28
			21	00	12	14
		70	3	00	00	25
			4	00	11	63
			6	00	03	28
			7/1	00	08	09
			7/2	00	00	75
			14	00	00	25
			15	00	12	14
			16	00	07	33
			25	00	00	25
		73	1	00	09	61
			2/1	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		73	2/2	00	02	02
			9/1	00	00	50
			9/2	00	09	61
			83	00	02	53
			102	00	05	31
7. NAYABAS	33	35	12	00	04	80
			18	00	17	45
			24	00	16	95
			25	00	06	07
		51	5	00	11	63
		52	9/3	00	01	77
			10	00	17	45
			11	00	00	25
			12/1	00	07	08
			12/2	00	05	31
			12/3	00	00	50
			12/4	00	01	77
			13	00	00	25
			17/2	00	00	25
			18/1	00	00	25
			18/2	00	14	92
			19/1	00	00	75
			19/2	00	00	25
			19/3	00	01	01
			23	00	01	77
			24/1	00	00	50
			24/2/1	00	11	13
		55	4/1	00	03	28
			4/2	00	02	02

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		55	5	00	09	61
			6/1	00	07	59
			6/2	00	00	25
		54	10	00	08	09
			11	00	08	60
			90	00	01	26
			98	00	04	04
			108	00	00	50

[F. No. R-31015/5/2009-O.R.-II]

A. GOSWAMI, Under Secy

नई दिल्ली, 23 सितम्बर, 2009

का.आ. 2647.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि, मैसर्स रिलायंस इंडस्ट्रीज लिमिटेड की आन्ध्र प्रदेश के पूर्वोत्तर पर ऑनशोर टरमिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिसटिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-बासुदेवपुर-हावड़ा गैस पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में, श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिसटिक्स इन्फ्रास्ट्रक्चर लिमिटेड, डोर नं. 67-11-21/2, साविसुजा, न्यू सेंचुरी पब्लिक स्कूल के सामने, एल. बी. नगर, काकीनाडा-533003, पूर्वी गोदावरी जिला, आन्ध्रप्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक : रनस्थलम	जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) देवुनिपालवलसा	81	00	14	72
	80	00	05	01
	75	00	60	02
	76	00	77	85
	59	00	23	81
	77/6	00	03	98
	77/7	00	18	17
	77/9	00	03	08
	58/4	00	21	76
	58/3	00	05	06
	58/5	00	06	62
	58/1	00	40	82
	58/6	00	32	16
	57/3	00	19	83
	55	00	49	82
	54/1	00	09	64
	54/2	00	02	80
	54/9	00	00	59
	49/3	00	04	22
	49/4	00	13	45
	49/5	00	05	14
	49/1	00	21	26
	49/6	00	18	78
	49/7	00	03	95
	49/8	00	00	67
	49/9	00	00	10
	48/26	00	05	32
	48/25	00	00	92
2) संतसाम	291/1	00	20	43
	291/2	00	41	76
	290/2	00	33	86
	290/3	00	17	96
	290/4	00	10	21
	288/2	00	08	47
	287/1	00	19	14
	287/2ए	00	15	91
	287/2बी	00	16	77

1	2	3	4	5
2) संतसाम (निरंतर)	286/2	00	00	28
	286/3	00	03	72
	286/4	00	05	84
	286/5	00	43	11
	285/1	00	01	16
	230/8	00	03	24
	231	00	45	31
	232/2	00	00	16
	232/3	00	01	49
	232/6	00	01	45
	232/7	00	03	38
	232/8	00	09	75
	232/9	00	11	74
	232/10	00	10	69
	232/11	00	07	46
	232/12	00	05	99
	232/13	00	04	98
	232/15	00	06	32
	232/16	00	05	56
	232/17	00	00	81
	282	00	27	63
	234/4	00	02	59
	234/5	00	00	10
	234/9	00	02	34
	250/10	00	02	45
	250/11	00	13	14
	250/12	00	06	50
	250/13	00	06	97
	250/14	00	11	62
	250/15	00	00	10
	250/17	00	00	15
	250/18	00	03	91
	250/19	00	07	84
	250/20	00	03	40
	250/21	00	06	97
	251/7	00	04	60
	273	00	04	18
	252/1	00	00	67
	252/2	00	30	84
	252/3	00	50	49
	252/4	00	00	10
	252/5	00	00	69

1	2	3	4	5
2) संतलान (मिस्तर)	252/9ए	00	22	40
	252/9बी	00	39	04
	252/10	00	02	74
	252/12	00	13	89
	253	00	21	23
	256/1	00	19	93
	256/2	00	14	50
	256/3	00	11	73
	255/1	00	00	14
	255/2	00	32	76
3) नेलिवाडा	1	01	20	55
4) तिरपतिपालेम	73/18	00	29	45
	108/13	00	36	54
	108/7	00	09	79
	108/8	00	17	40
	108/3	00	01	13
	108/9	00	08	36
	108/10	00	01	46
	107/16	00	02	36
	107/24	00	09	52
	107/23	00	11	29
	107/18	00	01	33
	107/22	00	27	19
	112/10	00	00	24
	107/21	00	01	54
	105/8	00	00	36
	112/2	00	18	13
	112/9	00	02	10
	112/12	00	38	61
	112/11	00	00	10
	112/4	00	00	11
	113/12	00	03	24
	113/13	00	01	82
	113/11	00	01	89
	113/14	00	05	43
	113/15	00	04	67
	113/10	00	00	18
	113/16	00	02	93
	113/18	00	00	10
	113/17	00	03	80
	113/8	00	05	15
	113/7	00	02	62

1	2	3	4	5
4) तिरपतिपालेम (निरंतर)	113/6	00	00	30
	102/22	00	08	17
	102/21	00	01	63
	102/3	00	00	48
	102/20	00	11	53
	102/23	00	05	71
	102/16	00	00	70
	102/15	00	09	54
	102/14	00	00	22
	102/13	00	05	88
	102/12	00	07	35
	102/10	00	02	44
	102/11	00	09	43
	114/1	00	00	27
	114/2	00	00	10
	101/4	00	03	89
	101/5	00	02	45
	101/6	00	02	00
	101/7	00	07	12
	99/30	00	00	48
	100/3	00	15	34
	100/4	00	00	25
	100/8	00	14	45
	100/2	00	01	08
	100/9	00	03	17
	100/10	00	02	31
	100/11	00	00	39
	100/1	00	00	95
	98/30	00	13	44
	98/32	00	00	10
	98/27	00	05	41
	98/33	00	00	73
	98/34	00	01	50
	98/35	00	02	10
	98/25	00	01	89
	98/26	00	00	71
	98/24	00	05	18
	98/19	00	00	10
	98/22	00	07	25
	98/21	00	01	09
	95	00	42	44
	96	00	04	22

1	2	3	4	5
5) बंटुपल्ली	73	00	95	73
	77	00	01	07
	76	00	03	95
	84/1	00	14	79
	80/16	00	01	61
	80/18	00	21	13
	80/17	00	01	69
	80/19	00	01	76
	80/12	00	13	85
	80/11	00	01	67
	80/10	00	03	28
	81/10	00	06	98
	80/9	00	00	92
	80/8	00	00	10
	81/7	00	06	02
	81/8	00	00	10
	81/6	00	06	77
	81/5	00	02	35
	81/1	00	12	77
	71/5	00	00	78
	70/8	00	04	70
	70/7	00	06	49
	70/2	00	11	88
	70/1	00	10	31
	70/3	00	00	30
	60/36	00	01	40
	60/37	00	08	21
	60/38	00	07	48
	60/42	00	00	10
	60/39	00	03	08
	60/40	00	06	69
	60/22	00	02	31
	60/41	00	02	13
	60/9	00	08	73
	60/8	00	01	08
	60/10	00	00	10
	62/2	00	05	77
	61/8	00	02	08
	61/6	00	04	52
	61/7	00	00	94
	61/5	00	04	02
	61/4	00	06	30

1	2	3	4	5
5) बंदुफल्ली (निरंतर)	61/1	00	00	44
	61/3	00	04	63
	61/2	00	04	64
	62/1	00	05	04
	64/2	00	08	28
	65/4	00	03	72
	65/3	00	04	00
	65/2	00	06	86
	65/1	00	04	39
	65/5	00	01	85
	43/7	00	10	51
	43/6	00	08	08
	42	00	00	10
	43/4	00	02	07
	41/1	00	23	48
	45/29	00	01	61
	45/25	00	15	59
	45/24	00	07	98
	45/32	00	00	50
	45/23	00	03	32
	45/22	00	01	42
	45/33	00	03	12
	45/34	00	07	65
	45/12	00	04	78
	45/36	00	00	30
	45/35	00	00	10
	45/11	00	14	07
	37	00	03	15
	34/9	00	35	16
	34/5	00	01	58
	34/6	00	06	50
	34/7	00	05	47
	34/8	00	00	12
	32	00	02	83
	30/1	00	46	70
	29/1	00	14	74
	27/17	00	00	23
	28/9	00	25	28
	28/10	00	19	59
	114/6	00	01	43
	114/5	00	13	27
	28/6	00	29	91

1	2	3	4	5
5) बंदुपल्ली (निरंतर)	114/1	00	23	47
	114/2	00	24	67
	113/1	00	04	18
	113/2	00	00	10
	13/42	00	00	36
6) मुकटुमपुरम	17/7	00	08	33
	17/6	00	08	92
	17/5	00	01	40
	17/4	00	05	18
	17/2	00	09	29
	17/3	00	02	17
	12/22	00	02	23
	12/1	00	01	70
	12/21	00	03	44
	12/15	00	00	10
	12/16	00	00	68
	12/18	00	02	83
	12/19	00	05	40
	12/20	00	03	40
	12/17	00	02	12
	12/10	00	00	10
	11/25	00	00	62
	11/24	00	01	18
	11/23	00	01	86
	11/22	00	02	88
	11/21	00	02	95
	11/20	00	03	41
	11/19	00	04	19
	11/18	00	02	66
	11/17	00	01	51
	11/4	00	00	74
	11/3	00	00	10
	11/5	00	02	29
	11/6	00	05	56
	11/11	00	04	60
	11/12	00	07	05
	11/14	00	12	76
	11/13	00	06	40
	13	00	01	03
	10/2	00	00	13
	10/1	00	00	33
	9	00	45	05

1	2	3	4	5
6) मुकटुमपुरम (निरंतर)	7/41	00	00	10
	7/42	00	01	43
	7/43	00	05	37
	7/45	00	07	26
	7/35	00	02	49
	7/34	00	02	12
	7/36	00	09	57
	7/29	00	13	14
	7/28	00	04	45
	7/30	00	02	74
	3	00	05	72
	4/1	00	00	13
	4/2	00	11	57
	4/3	00	00	22
7) कौंडामुलागाम	43	00	20	95
	45/10	00	16	15
	45/8	00	01	48
	45/9	00	00	96
	45/2	00	06	08
	45/1	00	06	01
	46/15	00	06	57
	46/17	00	01	58
	46/16	00	08	44
	46/12	00	06	50
	46/11	00	02	33
	46/10	00	10	33
	46/9	00	05	54
	72/19	00	01	89
	72/2	00	05	91
	72/1	00	02	38
	71	00	16	72
	70/12	00	00	26
	70/29	00	01	64
	70/30	00	02	36
	70/28	00	00	81
	67/5	00	05	14
	67/6	00	01	81
	67/7	00	00	10
	67/4	00	04	08
	67/8	00	07	76
	67/3	00	00	10
	67/9	00	03	75

1	2	3	4	5
7) कौडाकुलागाम (निरंतर)	67/30	00	00	10
	67/28	00	00	10
	67/27	00	00	10
	67/26	00	00	37
	67/10	00	10	24
	67/12	00	05	45
	67/13	00	02	41
	67/14	00	00	35
	69/28	00	00	45
	68/31	00	03	91
	68/32	00	03	26
	68/33	00	00	94
	68/34	00	00	10
	68/28	00	02	91
	68/29	00	02	90
	68/30	00	00	10
	68/22	00	00	10
	68/23	00	00	89
	68/24	00	03	92
	68/25	00	11	81
	68/26	00	00	81
	68/27	00	01	29
	68/13	00	04	77
	68/14	00	01	98
	65/22	00	00	47
	65/21	00	04	06
	65/20	00	00	20
	65/19	00	01	94
	65/18	00	03	60
	65/23	00	02	03
	65/24	00	00	25
	65/17	00	07	75
	65/16	00	06	48
	65/9	00	00	14
	65/8	00	01	13
	65/7	00	07	75
	65/6	00	03	44
	65/5	00	00	74
	65/4	00	01	45
	65/3	00	00	37
	65/2	00	00	10
	62	00	00	26

1	2	3	4	5
7) कौंडमुलागाम (निरंतर)	63/2	00	10	87
	64/38	00	01	93
	64/32	00	02	41
	64/11	00	03	35
	64/10	00	04	65
	64/9	00	00	95
	64/8	00	05	83
	64/7	00	00	45
	64/4	00	02	65
	64/1	00	02	09
	64/2	00	01	85
	64/3	00	00	45
	18/51	00	02	10
	18/52	00	02	28
	18/44	00	01	62
	18/45	00	01	74
	18/46	00	00	99
	18/47	00	01	26
	18/5	00	00	10
	18/6	00	05	15
	18/7	00	00	22
	18/8	00	02	23
	18/9	00	03	62
	18/10	00	01	55
	18/11	00	00	10
	18/14	00	02	33
	18/15	00	00	37
	20/46	00	05	75
	20/42	00	00	34
	20/44	00	02	77
	20/45	00	03	66
	20/25	00	00	83
	20/24	00	01	26
	20/22	00	00	53
	20/23	00	00	75
	19/26	00	05	63
	19/25	00	04	06
	19/27	00	04	02
	19/24	00	05	34
	19/23	00	00	11
	19/22	00	00	51
	19/21	00	06	80

1	2	3	4	5
7) कौटिल्यसूक्त (निरंतर)	19/5	00	00	70
	19/4	00	00	63
	19/1	00	06	68
	21/3	00	02	72
	21/2	00	05	41
	21/4	00	02	53
	21/5	00	07	28
	21/6	00	04	81
	21/18	00	12	11
	21/7	00	05	14
	21/8	00	04	49
	21/17	00	02	83
	22/6	00	01	62
	22/5	00	00	94
	22/4	00	00	10
	22/7	00	08	11
	22/8	00	07	75
	11	00	17	84
	2	01	32	01
8) सीतमवल्लभा	31/1	00	06	75
	31/2	00	12	95
	17/1	00	16	28
	17/2	00	00	10
	17/5	00	09	42
	17/6	00	03	34
	17/7	00	03	65
	17/8	00	03	79
	17/10	00	05	19
	18/4	00	11	58
	18/5	00	00	22
	18/9	00	07	27
	18/10	00	05	89
	18/20	00	15	83
	18/26	00	01	82
	18/27	00	02	80
	18/28	00	04	40
	18/29	00	02	12
	18/30	00	02	50
	18/31	00	01	75
	18/32	00	01	10
	18/35	00	00	10
	13	00	01	03

1	2	3	4	5
8) सीतमवलसा (निरंतर)	14/1	00	03	09
	14/2	00	01	65
	14/3	00	28	34
	14/5	00	03	07
	14/6	00	01	93
	14/7	00	02	05
	14/8	00	03	10
	14/9	00	02	98
	14/10	00	02	00
	14/11	00	05	57
	14/12	00	05	59
	14/13	00	05	63
	14/14	00	06	18
	14/15	00	00	10
	14/16	00	10	92
	27/1	00	04	69
	27/2	00	02	29
	27/10	00	00	67
	27/11	00	11	79
	27/12	00	04	54
	27/13	00	09	65
	27/14	00	00	10
	27/15	00	01	78
	27/17	00	19	43
	27/22	00	00	10
	27/24	00	01	40
	28/11	00	04	11
	28/12	00	06	42
	28/14	00	07	41
	28/15	00	17	88
	28/16	00	10	08
	28/17	00	03	52
	28/18	00	00	10
	29/1	00	00	10
	8/18	00	00	10
	8/19	00	01	62
	8/20	00	10	82
	8/21	00	07	65
	8/22	00	03	01
	8/25	00	15	48
	10	00	08	59
	47/1	00	00	45

1	2	3	4	5
8) सीतामक्कासा (निरंतर)	48/1	00	00	10
	49/1	00	13	75
	49/2	00	01	71
	49/3	00	00	11
मंडल/ तेहसिल/ तालुक : लावेरू	जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
1) केशवरायपुरम	25/6	00	11	38
	25/7	00	01	49
	25/12	00	05	95
	25/13	00	12	56
	25/14	00	16	37
	25/15	00	05	12
	26/2	00	00	10
	28/3	00	00	11
	28/8	00	01	95
	28/9	00	07	06
	28/10	00	07	17
	28/11	00	03	73
	28/12	00	08	26
	28/13	00	11	21
	28/14	00	11	19
	28/15	00	08	02
	36/10	00	03	34
	36/11	00	12	45
	36/14	00	02	94
	36/15	00	13	65
	36/16	00	08	48
	51/1	00	13	99
	51/3	00	07	64
	51/4	00	05	42
	51/8	00	00	39
	50	00	55	57
	47	00	00	10
	48	00	03	90
	49/2	00	00	66
	49/3	00	01	36
	49/4	00	04	35
	49/5	00	13	80
	49/6	00	02	62
	49/10	00	14	25
2) लावेरू	315/2	00	00	12
	315/8	00	10	53
	315/9	00	00	19
	315/7	00	01	49

1	2	3	4	5
2) लावेरु (निरंतर)	315/6	00	07	94
	315/5	00	02	56
	315/4	00	20	94
	314/5	00	17	66
	314/15	00	10	11
	314/17	00	07	29
	314/19	00	01	50
	314/20	00	00	28
	311/21	00	05	33
	311/22	00	05	59
	311/23	00	06	39
	312/2	00	05	97
	312/3	00	07	20
	312/4	00	00	33
	312/7	00	03	89
	312/6	00	00	90
	312/11	00	03	03
	312/10	00	14	57
	312/13	00	00	48
	312/12	00	07	98
	312/14	00	06	33
	312/15	00	03	75
	322/1	00	22	19
	322/9	00	13	56
	322/10	00	03	49
	323/1	00	04	80
	323/2	00	01	50
	323/3	00	12	46
	333/2	00	16	12
	333/3	00	49	10
	333/4	00	06	15
	327	00	04	13
	326/7	00	00	10
	326/8	00	02	09
	326/26	00	03	50
	326/24	00	00	10
	326/27	00	03	11
	323/9	00	00	33
	326/25	00	02	01
	328/4	00	04	07
	328/6	00	00	71
	328/5	00	01	61

1	2	3	4	5
2) सम्बन्ध (निरंतर)	328/3	00	06	52
	328/1	00	02	26
	328/10	00	00	71
	328/11	00	04	80
	328/12	00	02	25
	328/2	00	01	75
	330/6	00	01	26
	330/7	00	01	85
	330/8	00	01	28
	330/9	00	00	91
	330/25	00	02	30
	330/24	00	01	71
	330/23	00	03	89
	330/11	00	01	09
	330/29	00	00	10
	330/26	00	03	00
	330/27	00	01	02
	330/22	00	01	38
	330/21	00	01	00
	330/20	00	00	18
	330/19	00	05	25
	330/18	00	10	17
	331	00	35	45
	194/32	00	00	10
	194/30	00	02	67
	194/29	00	02	59
	194/28	00	06	80
	194/27	00	08	12
	194/26	00	04	26
	194/25	00	03	33
	194/24	00	03	86
	194/14	00	00	60
	194/15	00	00	54
	194/16	00	00	13
	194/23	00	12	65
	194/22	00	02	60
	194/21	00	01	14
	194/20	00	00	62
3) तालाबबंदी	20/22	00	08	26
	20/21	00	20	22
	20/20	00	06	73
	20/11	00	04	76

1	2	3	4	5
3) ताल्लवलसा (निरंतर)	20/10	00	04	91
	20/12	00	00	10
	20/9	00	02	19
	20/8	00	01	05
	20/7	00	04	99
	20/6	00	01	43
	20/5	00	05	04
	20/4	00	02	92
	20/3	00	04	58
	20/2	00	09	18
	19/1	00	05	60
	14/1	00	19	25
	14/2	00	19	22
	14/3	00	01	26
	14/4	00	01	36
	14/5	00	00	28
	14/10	00	18	60
	14/9	00	00	27
	14/11	00	01	93
	14/17	00	03	32
	14/19	00	00	10
	14/16	00	09	09
	14/15	00	03	28
	14/14	00	05	13
	14/13	00	04	42
	13/2	00	07	55
	13/1	00	10	14
	7	00	11	13
	5/11	00	16	85
	5/9	00	00	21
	5/10	00	15	74
	5/14	00	06	75
	5/15	00	02	30
	5/16	00	02	09
	2	00	22	23
	4/1	00	23	50
	4/2	00	12	15
	4/13	00	00	10
	3/6	00	06	28
	3/8	00	00	26
	3/7	00	05	67
	3/25	00	02	78

1	2	3	4	5
3) ताल्लकलसा (निरंतर)	3/27	00	06	24
	3/24	00	03	21
	3/20	00	03	25
	3/28	00	00	10
	3/21	00	02	44
	3/23	00	00	98
	3/26	00	06	78
	3/22	00	00	92
	3/18	00	05	26
	3/19	00	03	16
	3/17	00	00	97
	3/16	00	06	31
	41/1	00	13	69
	41/2	00	19	31
	41/3	00	00	24
	41/4	00	01	66

[फा. सं. एल-14014/33/2009-जी.पी.]

के.के.शर्मा, अवर सचिव

New Delhi, the 23th September, 2009

S. O. 2647.—Whereas it appears to the Government of India that it is necessary in public interest that for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s. Reliance Industries Limited to consumers in various parts of the country, Kakinada-Basudebpur-Howrah gas pipeline should be laid by M/s. Relogistics Infrastructure Limited;

And, whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date of which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D. No. 67-11-21/2, Savnisuja, Opp New Centuary Public School, L. B. Nagar, Kakinada-533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk: Ranasthalam		District: Srikakulam		State: ANDHRA PRADESH	
Village	Survey No./Sub-Division No	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Devunipalavalasa	81	00	14	72	
	80	00	05	01	
	75	00	60	02	
	76	00	77	85	
	59	00	23	81	
	77/6	00	03	98	
	77/7	00	18	17	
	77/9	00	03	08	
	58/4	00	21	76	
	58/3	00	05	06	
	58/5	00	06	62	
	58/1	00	40	82	
	58/6	00	32	16	
	57/3	00	19	83	
	55	00	49	82	
	54/1	00	09	64	
	54/2	00	02	80	
	54/9	00	00	59	
	49/3	00	04	22	
	49/4	00	13	45	
	49/5	00	05	14	
	49/1	00	21	26	
	49/6	00	18	78	
	49/7	00	03	95	
	49/8	00	00	67	
	49/9	00	00	10	
	48/26	00	05	32	
	48/25	00	00	92	
2) Sanitsam	291/1	00	20	43	
	291/2	00	41	76	
	290/2	00	33	86	
	290/3	00	17	96	
	290/4	00	10	21	
	288/2	00	08	47	
	287/1	00	19	14	
	287/2A	00	15	91	
	287/2B	00	16	77	

1	2	3	4	5
2) Santsam (Contd)	286/2	00	00	28
	286/3	00	03	72
	286/4	00	05	84
	286/5	00	43	11
	285/1	00	01	16
	230/8	00	03	24
	231	00	45	31
	232/2	00	00	16
	232/3	00	01	49
	232/6	00	01	45
	232/7	00	03	38
	232/8	00	09	75
	232/9	00	11	74
	232/10	00	10	69
	232/11	00	07	46
	232/12	00	05	99
	232/13	00	04	98
	232/15	00	06	32
	232/16	00	05	56
	232/17	00	00	81
	282	00	27	63
	234/4	00	02	59
	234/5	00	00	10
	234/9	00	02	34
	250/10	00	02	45
	250/11	00	13	14
	250/12	00	06	50
	250/13	00	06	97
	250/14	00	11	62
	250/15	00	00	10
	250/17	00	00	15
	250/18	00	03	91
	250/19	00	07	84
	250/20	00	03	40
	250/21	00	06	97
	251/7	00	04	60
	273	00	04	18
	252/1	00	00	67
	252/2	00	30	84
	252/3	00	50	49
	252/4	00	00	10
	252/5	00	00	69

1	2	3	4	5
2) Santsam (Contd)	252/9A	00	22	40
	252/9B	00	39	04
	252/10	00	02	74
	252/12	00	13	89
	253	00	21	23
	256/1	00	19	93
	256/2	00	14	50
	256/3	00	11	73
	255/1	00	00	14
	255/2	00	32	76
3) Nelivada	1	01	20	55
4) Tirapatipalem	73/18	00	29	45
	108/13	00	36	54
	108/7	00	09	79
	108/8	00	17	40
	108/3	00	01	13
	108/9	00	08	36
	108/10	00	01	46
	107/16	00	02	36
	107/24	00	09	52
	107/23	00	11	29
	107/18	00	01	33
	107/22	00	27	19
	112/10	00	00	24
	107/21	00	01	54
	105/8	00	00	36
	112/2	00	18	13
	112/9	00	02	10
	112/12	00	38	61
	112/11	00	00	10
	112/4	00	00	11
	113/12	00	03	24
	113/13	00	01	82
	113/11	00	01	89
	113/14	00	05	43
	113/15	00	04	67
	113/10	00	00	18
	113/16	00	02	93
	113/18	00	00	10
	113/17	00	03	80
	113/8	00	05	15
	113/7	00	02	62

1	2	3	4	5
4) Tirapatipalem (Contd)	113/6	00	00	30
	102/22	00	08	17
	102/21	00	01	63
	102/3	00	00	48
	102/20	00	11	53
	102/23	00	05	71
	102/16	00	00	70
	102/15	00	09	54
	102/14	00	00	22
	102/13	00	05	88
	102/12	00	07	35
	102/10	00	02	44
	102/11	00	09	43
	114/1	00	00	27
	114/2	00	00	10
	101/4	00	03	89
	101/5	00	02	45
	101/6	00	02	00
	101/7	00	07	12
	99/30	00	00	48
	100/3	00	15	34
	100/4	00	00	25
	100/8	00	14	45
	100/2	00	01	08
	100/9	00	03	17
	100/10	00	02	31
	100/11	00	00	39
	100/1	00	00	95
	98/30	00	13	44
	98/32	00	00	10
	98/27	00	05	41
	98/33	00	00	73
	98/34	00	01	50
	98/35	00	02	10
	98/25	00	01	89
	98/26	00	00	71
	98/24	00	05	18
	98/19	00	00	10
	98/22	00	07	25
	98/21	00	01	09
	95	00	42	44
	96	00	04	22

1	2	3	4	5
5) Bantupalli	73	00	95	73
	77	00	01	07
	76	00	03	95
	84/1	00	14	79
	80/16	00	01	61
	80/18	00	21	13
	80/17	00	01	69
	80/19	00	01	76
	80/12	00	13	85
	80/11	00	01	67
	80/10	00	03	28
	81/10	00	06	98
	80/9	00	00	92
	80/8	00	00	10
	81/7	00	06	02
	81/8	00	00	10
	81/6	00	06	77
	81/5	00	02	35
	81/1	00	12	77
	71/5	00	00	78
	70/8	00	04	70
	70/7	00	06	49
	70/2	00	11	88
	70/1	00	10	31
	70/3	00	00	30
	60/36	00	01	40
	60/37	00	08	21
	60/38	00	07	48
	60/42	00	00	10
	60/39	00	03	08
	60/40	00	06	69
	60/22	00	02	31
	60/41	00	02	13
	60/9	00	08	73
	60/8	00	01	08
	60/10	00	00	10
	62/2	00	05	77
	61/8	00	02	08
	61/6	00	04	52
	61/7	00	00	94
	61/5	00	04	02
	61/4	00	06	30

1	2	3	4	5
5) Bantupalli (Contd)	61/1	00	00	44
	61/3	00	04	63
	61/2	00	04	64
	62/1	00	05	04
	64/2	00	08	28
	65/4	00	03	72
	65/3	00	04	00
	65/2	00	06	86
	65/1	00	04	39
	65/5	00	01	85
	43/7	00	10	51
	43/6	00	08	08
	42	00	00	10
	43/4	00	02	07
	41/1	00	23	48
	45/29	00	01	61
	45/25	00	15	59
	45/24	00	07	98
	45/32	00	00	50
	45/23	00	03	32
	45/22	00	01	42
	45/33	00	03	12
	45/34	00	07	65
	45/12	00	04	78
	45/36	00	00	30
	45/35	00	00	10
	45/11	00	14	07
	37	00	03	15
	34/9	00	35	16
	34/5	00	01	58
	34/6	00	06	50
	34/7	00	05	47
	34/8	00	00	12
	32	00	02	83
	30/1	00	46	70
	29/1	00	14	74
	27/17	00	00	23
	28/9	00	25	28
	28/10	00	19	59
	114/6	00	01	43
	114/5	00	13	27
	28/6	00	29	91

1	2	3	4	5
5) Bantupalli (Contd)	114/1	00	23	47
	114/2	00	24	67
	113/1	00	04	18
	113/2	00	00	10
	13/42	00	00	36
6) Muktumpuram	17/7	00	08	33
	17/6	00	08	92
	17/5	00	01	40
	17/4	00	05	18
	17/2	00	09	29
	17/3	00	02	17
	12/22	00	02	23
	12/1	00	01	70
	12/21	00	03	44
	12/15	00	00	10
	12/16	00	00	68
	12/18	00	02	83
	12/19	00	05	40
	12/20	00	03	40
	12/17	00	02	12
	12/10	00	00	10
	11/25	00	00	62
	11/24	00	01	18
	11/23	00	01	88
	11/22	00	02	88
	11/21	00	02	95
	11/20	00	03	41
	11/19	00	04	19
	11/18	00	02	66
	11/17	00	01	51
	11/4	00	00	74
	11/3	00	00	10
	11/5	00	02	29
	11/6	00	05	56
	11/11	00	04	60
	11/12	00	07	05
	11/14	00	12	76
	11/13	00	06	40
	13	00	01	03
	10/2	00	00	13
	10/1	00	00	33
	9	00	45	05

1	2	3	4	5
6) Muktampuram (Contd)	7/41	00	00	10
	7/42	00	01	43
	7/43	00	05	37
	7/45	00	07	26
	7/35	00	02	49
	7/34	00	02	12
	7/36	00	09	57
	7/29	00	13	14
	7/28	00	04	45
	7/30	00	02	74
	3	00	05	72
	4/1	00	00	13
	4/2	00	11	57
	4/3	00	00	22
7) Kondamulagam	43	00	20	95
	45/10	00	16	15
	45/8	00	01	48
	45/9	00	00	96
	45/2	00	06	08
	45/1	00	06	01
	46/15	00	06	57
	46/17	00	01	58
	46/16	00	08	44
	46/12	00	06	50
	46/11	00	02	33
	46/10	00	10	33
	46/9	00	05	54
	72/19	00	01	89
	72/2	00	05	91
	72/1	00	02	38
	71	00	16	72
	70/12	00	00	26
	70/29	00	01	64
	70/30	00	02	36
	70/28	00	00	81
	67/5	00	05	14
	67/6	00	01	81
	67/7	00	00	10
	67/4	00	04	08
	67/8	00	07	76
	67/3	00	00	10
	67/9	00	03	75

1	2	3	4	5
7) Kondamulagam (Contd)	67/30	00	00	10
	67/28	00	00	10
	67/27	00	00	10
	67/26	00	00	37
	67/10	00	10	24
	67/12	00	05	45
	67/13	00	02	41
	67/14	00	00	35
	69/28	00	00	45
	68/31	00	03	91
	68/32	00	03	26
	68/33	00	00	94
	68/34	00	00	10
	68/28	00	02	91
	68/29	00	02	90
	68/30	00	00	10
	68/22	00	00	10
	68/23	00	00	89
	68/24	00	03	92
	68/25	00	11	81
	68/26	00	00	81
	68/27	00	01	29
	68/13	00	04	77
	68/14	00	01	98
	65/22	00	00	47
	65/21	00	04	06
	65/20	00	00	20
	65/19	00	01	94
	65/18	00	03	60
	65/23	00	02	03
	65/24	00	00	25
	65/17	00	07	75
	65/16	00	06	48
	65/9	00	00	14
	65/8	00	01	13
	65/7	00	07	75
	65/6	00	03	44
	65/5	00	00	74
	65/4	00	01	45
	65/3	00	00	37
	65/2	00	00	10
	62	00	00	26

1	2	3	4	5
7) Kondamulagam (Contd)	63/2	00	10	87
	64/38	00	01	93
	64/32	00	02	41
	64/11	00	03	35
	64/10	00	04	65
	64/9	00	00	95
	64/8	00	05	83
	64/7	00	00	45
	64/4	00	02	65
	64/1	00	02	09
	64/2	00	01	85
	64/3	00	00	45
	18/51	00	02	10
	18/52	00	02	28
	18/44	00	01	62
	18/45	00	01	74
	18/46	00	00	99
	18/47	00	01	26
	18/5	00	00	10
	18/6	00	05	15
	18/7	00	00	22
	18/8	00	02	23
	18/9	00	03	62
	18/10	00	01	55
	18/11	00	00	10
	18/14	00	02	33
	18/15	00	00	37
	20/46	00	05	75
	20/42	00	00	34
	20/44	00	02	77
	20/45	00	03	66
	20/25	00	00	83
	20/24	00	01	26
	20/22	00	00	53
	20/23	00	00	75
	19/26	00	05	63
	19/25	00	04	06
	19/27	00	04	02
	19/24	00	05	34
	19/23	00	00	11
	19/22	00	00	51
	19/21	00	06	80

1	2	3	4	5
7) Kondamulagam (Contd)	19/5	00	00	70
	19/4	00	00	63
	19/1	00	06	68
	21/3	00	02	72
	21/2	00	05	41
	21/4	00	02	53
	21/5	00	07	28
	21/6	00	04	81
	21/18	00	12	11
	21/7	00	05	14
	21/8	00	04	49
	21/17	00	02	83
	22/6	00	01	62
	22/5	00	00	94
	22/4	00	00	10
	22/7	00	08	11
	22/8	00	07	75
	11	00	17	84
	2	01	32	01
8) Sitamavalasa	31/1	00	06	75
	31/2	00	12	95
	17/1	00	16	28
	17/2	00	00	10
	17/5	00	09	42
	17/6	00	03	34
	17/7	00	03	65
	17/8	00	03	79
	17/10	00	05	19
	18/4	00	11	58
	18/5	00	00	22
	18/9	00	07	27
	18/10	00	05	89
	18/20	00	15	83
	18/26	00	01	82
	18/27	00	02	80
	18/28	00	04	40
	18/29	00	02	12
	18/30	00	02	50
	18/31	00	01	75
	18/32	00	01	10
	18/35	00	00	10
	13	00	01	03

1	2	3	4	5
8) Sitamavalasa (Contd)	14/1	00	03	09
	14/2	00	01	65
	14/3	00	28	34
	14/5	00	03	07
	14/6	00	01	93
	14/7	00	02	05
	14/8	00	03	10
	14/9	00	02	98
	14/10	00	02	00
	14/11	00	05	57
	14/12	00	05	59
	14/13	00	05	63
	14/14	00	06	18
	14/15	00	00	10
	14/16	00	10	92
	27/1	00	04	69
	27/2	00	02	29
	27/10	00	00	67
	27/11	00	11	79
	27/12	00	04	54
	27/13	00	09	65
	27/14	00	00	10
	27/15	00	01	78
	27/17	00	19	43
	27/22	00	00	10
	27/24	00	01	40
	28/11	00	04	11
	28/12	00	06	42
	28/14	00	07	41
	28/15	00	17	88
	28/16	00	10	08
	28/17	00	03	52
	28/18	00	00	10
	29/1	00	00	10
	8/18	00	00	10
	8/19	00	01	62
	8/20	00	10	82
	8/21	00	07	65
	8/22	00	03	01
	8/25	00	15	48
	10	00	08	59
	47/1	00	00	45

1	2	3	4	5
8) Sitamavalasa (Contd)	48/1	00	00	10
	49/1	00	13	75
	49/2	00	01	71
	49/3	00	00	11

Mandal/Tehsil/Taluk:Laveru	District:Srikakulam	State:ANDHRA PRADESH		
1) Kesavarayapuram	25/6	00	11	38
	25/7	00	01	49
	25/12	00	05	95
	25/13	00	12	56
	25/14	00	16	37
	25/15	00	05	12
	26/2	00	00	10
	28/3	00	00	11
	28/8	00	01	95
	28/9	00	07	06
	28/10	00	07	17
	28/11	00	03	73
	28/12	00	08	26
	28/13	00	11	21
	28/14	00	11	19
	28/15	00	08	02
	36/10	00	03	34
	36/11	00	12	45
	36/14	00	02	94
	36/15	00	13	65
	36/16	00	08	48
	51/1	00	13	99
	51/3	00	07	64
	51/4	00	05	42
	51/8	00	00	39
	50	00	55	57
	47	00	00	10
	48	00	03	90
	49/2	00	00	66
	49/3	00	01	36
	49/4	00	04	35
	49/5	00	13	80
	49/6	00	02	62
	49/10	00	14	25
2) Laveru	315/2	00	00	12
	315/8	00	10	53
	315/9	00	00	19
	315/7	00	01	49

1	2	3	4	5
2) Laveru (Contd)	315/6	00	07	94
	315/5	00	02	56
	315/4	00	20	94
	314/5	00	17	66
	314/15	00	10	11
	314/17	00	07	29
	314/19	00	01	50
	314/20	00	00	28
	311/21	00	05	33
	311/22	00	05	59
	311/23	00	06	39
	312/2	00	05	97
	312/3	00	07	20
	312/4	00	00	33
	312/7	00	03	89
	312/6	00	00	90
	312/11	00	03	03
	312/10	00	14	57
	312/13	00	00	48
	312/12	00	07	98
	312/14	00	06	33
	312/15	00	03	75
	322/1	00	22	19
	322/9	00	13	56
	322/10	00	03	49
	323/1	00	04	80
	323/2	00	01	50
	323/3	00	12	46
	333/2	00	16	12
	333/3	00	49	10
	333/4	00	06	15
	327	00	04	13
	326/7	00	00	10
	326/8	00	02	09
	326/26	00	03	50
	326/24	00	00	10
	326/27	00	03	11
	326/9	00	00	33
	326/25	00	02	01
	328/4	00	04	07
	328/6	00	00	71
	328/5	00	01	61

1	2	3	4	5
2) Laveru (Contd)	328/3	00	06	52
	328/1	00	02	26
	328/10	00	00	71
	328/11	00	04	80
	328/12	00	02	25
	328/2	00	01	75
	330/6	00	01	26
	330/7	00	01	85
	330/8	00	01	28
	330/9	00	00	91
	330/25	00	02	30
	330/24	00	01	71
	330/23	00	03	89
	330/11	00	01	09
	330/29	00	00	10
	330/26	00	03	00
	330/27	00	01	02
	330/22	00	01	38
	330/21	00	01	00
	330/20	00	00	18
	330/19	00	05	25
	330/18	00	10	17
	331	00	35	45
	194/32	00	00	10
	194/30	00	02	67
	194/29	00	02	59
	194/28	00	06	80
	194/27	00	08	12
	194/26	00	04	26
	194/25	00	03	33
	194/24	00	03	86
	194/14	00	00	60
	194/15	00	00	54
	194/16	00	00	13
	194/23	00	12	65
	194/22	00	02	60
	194/21	00	01	14
	194/20	00	00	62
3) Tallavalasa	20/22	00	08	26
	20/21	00	20	22
	20/20	00	06	73
	20/11	00	04	76

1	2	3	4	5
3) Tallavalasa (Contd)	20/10	00	04	91
	20/12	00	00	10
	20/9	00	02	19
	20/8	00	01	05
	20/7	00	04	99
	20/6	00	01	43
	20/5	00	05	04
	20/4	00	02	92
	20/3	00	04	58
	20/2	00	09	18
	19/1	00	05	60
	14/1	00	19	25
	14/2	00	19	22
	14/3	00	01	26
	14/4	00	01	36
	14/5	00	00	28
	14/10	00	18	60
	14/9	00	00	27
	14/11	00	01	93
	14/17	00	03	32
	14/19	00	00	10
	14/16	00	09	09
	14/15	00	03	28
	14/14	00	05	13
	14/13	00	04	42
	13/2	00	07	55
	13/1	00	10	14
	7	00	11	13
	5/11	00	16	85
	5/9	00	00	21
	5/10	00	15	74
	5/14	00	06	75
	5/15	00	02	30
	5/16	00	02	09
	2	00	22	23
	4/1	00	23	50
	4/2	00	12	15
	4/13	00	00	10
	3/6	00	06	28
	3/8	00	00	26
	3/7	00	05	67
	3/25	00	02	78

1	2	3	4	5
3) Tailavasa (Contd)	3/27	00	06	24
	3/24	00	03	21
	3/20	00	03	25
	3/28	00	00	10
	3/21	00	02	44
	3/23	00	00	98
	3/26	00	06	78
	3/22	00	00	92
	3/18	00	05	26
	3/19	00	03	16
	3/17	00	00	97
	3/16	00	06	31
	41/1	00	13	69
	41/2	00	19	31
	41/3	00	00	24
	41/4	00	01	66

[F. No. L-14014/33/2009-G.P.
K.K.SHARMA, Under Secy.]

नई दिल्ली, 23 सितम्बर, 2009

का. आ. 2648.— भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि, मैसर्स रिलायंस इंडस्ट्रीज लिमिटेड की आन्ध्र प्रदेश के पूर्वोत्तर पर ऑनशोर टरमिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-बासुदेवपुर-हावड़ा गैस पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में, श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, डोर नं. 67-11-21/2, साविसुजा, न्यू सेंचुरी पब्लिक स्कूल के सामने, एल. बी. नगर, काकीनाडा-533003, पूर्वी गोदावरी जिला, आन्ध्रप्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक/ब्लावेरु	जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) गरुगुविल्ली	118/18	00	01	43
	118/23	00	00	52
	118/24ए	00	07	82
	118/24बी	00	06	59
	118/25	00	17	77
	सर्वे नंबर 118/18 और 120/14ए के बीच में	00	02	83
	120/1	00	11	94
	120/3	00	03	38
	120/4	00	08	36
	120/6	00	00	10
	120/7	00	00	14
	120/8	00	07	00
	120/9	00	00	96
	120/11	00	03	06
	120/12	00	04	30
	120/13	00	07	37
	120/14ए	00	06	88
	120/14बी	00	01	46
	120/15	00	00	15
	120/16	00	01	01
	123/1	00	08	34
	123/2	00	00	45
	124/1ए	00	00	17
	124/2	00	00	57
	122/3ए	00	00	10
	122/3बी	00	00	52
	122/4	00	21	89
	122/5ए	00	04	66
	122/5बी	00	00	79
	122/6ए	00	15	08
	122/6बी	00	08	08
	122/9ए	00	11	47
	141/1ए	00	00	34
	141/1बी	00	01	30
	141/2	00	04	46
	141/3ए	00	12	78
	141/3बी	00	05	26

1	2	3	4	5
1) गरुडबिल्ली (निरंतर)	141/4	00	00	65
	141/14ए	00	02	51
	141/14बी	00	01	38
	141/15ए	00	01	98
	141/15बी	00	00	10
	141/18ए	00	01	04
	140/2	00	01	58
	140/4बी	00	00	10
	140/5	00	03	66
	140/6ए	00	02	12
	140/6बी	00	00	87
	140/7	00	01	15
	140/8ए	00	02	24
	140/8बी	00	00	99
	140/9ए	00	02	01
	140/9बी	00	00	15
	140/10ए	00	01	46
	140/11ए	00	05	96
	140/11बी	00	03	92
	140/12	00	01	79
	140/13	00	00	81
	140/14ए	00	01	58
	140/15ए	00	04	00
	140/16ए	00	00	69
	139/24ए	00	00	11
	137/1ए	00	00	22
	137/1बी	00	01	15
	137/2ए	00	01	16
	137/2बी	00	01	62
	137/3ए	00	05	90
	137/3बी	00	03	77
	137/4	00	06	20
	137/5ए	00	14	33
	137/5बी	00	00	20
	137/14	00	03	54
	137/16ए	00	10	36
	137/17ए	00	01	98
	137/17बी	00	02	87
	137/18ए	00	03	14
	137/19ए	00	00	78
	138/16बी	00	00	82
	138/17	00	07	33

1	2	3	4	5
1) गलगुमिल्ली (निरंतर)	138/18वी	00	00	55
	138/19वी	00	00	10
	138/20वी	00	01	31
	138/21ए	00	07	92
	138/21वी	00	04	21
	138/22ए	00	02	05
	138/22वी	00	00	41
	138/23ए	00	01	47
	138/23वी	00	00	10
	138/24ए	00	00	12
	133/14वी	00	00	10
	133/15	00	10	12
	133/16	00	00	75
	135/1ए	00	08	95
	134/1ए	00	03	70
	135/1वी	00	00	23
	135/9ए	00	02	87
	135/10	00	00	10
	134/1वी	00	06	67
	134/2	00	05	00
	134/4	00	20	34
	134/5ए	00	00	58
	134/7	00	00	10
	94	00	00	10
	52/1	00	17	38
	52/2वी	00	06	49
	52/3	00	03	25
	53	00	00	10
	52/2ए	00	08	13
	50/5ए	00	00	76
	50/5वी	00	01	44
	50/6	00	09	06
	50/7	00	00	96
	50/9	00	28	53
	50/14	00	08	45
	50/15	00	03	66
	50/16ए	00	05	34
	51/1	00	03	33
	51/4	00	01	13
	51/5	00	00	12
	48/1वी	00	08	54
	48/2	00	07	46

1	2	3	4	5
1) गरुगुबिल्ली (निरंतर)	48/3	00	10	88
	48/4ए	00	04	32
	48/5	00	07	71
	47/6	00	07	23
	47/7	00	10	40
2) सिगरिकोत्तपल्ली	23/3	00	05	27
	23/1	00	04	00
	23/2	00	02	38
	6/1	00	77	66
	6/8	00	00	10
	6/7	00	01	79
	6/2	00	09	25
	6/3	00	00	10
	5/7	00	06	04
	5/20	00	01	60
	5/8	00	14	00
	5/19	00	03	98
	5/18	00	03	21
	5/9	00	00	98
	5/26	00	02	07
	5/27	00	03	17
	5/17	00	00	68
	5/16	00	03	59
	5/28	00	12	33
	4	00	04	73
	3/3	00	09	37
	3/2	00	12	88
3) अडपाका	382	00	94	05
	383	00	19	65
	186/17	00	10	00
	186/18	00	11	84
	186/16	00	05	39
	187/12	00	15	44
	187/13	00	09	76
	187/14	00	07	78
	187/16	00	00	50
	187/17	00	15	22
	187/18	00	02	50
	187/8	00	00	54
	187/9	00	07	18
	188/11	00	24	99
	188/13	00	00	85

1	2	3	4	5
3) अडपाका (निरंतर)	188/14	00	12	97
	188/15	00	04	18
	188/16	00	06	25
	188/17	00	00	87
	188/21	00	00	10
	188/7	00	04	33
	188/8	00	00	29
	191/10	00	05	85
	191/11	00	00	76
	191/15	00	04	52
	191/16	00	14	51
	191/6	00	03	62
	191/7	00	00	75
	191/9	00	10	75
	191/5	00	03	64
	191/4	00	01	94
	192/1	00	24	99
	192/2	00	00	58
	192/5	00	00	21
	193/1	00	02	12
	215/4	00	02	36
	215/5	00	18	23
	215/6	00	04	65
	216/10	00	02	38
	216/5	00	05	50
	216/3	00	00	27
	216/4	00	14	36
	216/6	00	08	53
	216/7	00	06	95
	216/8	00	05	50
	216/9	00	01	24
	230/1	00	00	73
	230/12	00	07	69
	230/13	00	02	35
	230/14	00	00	41
	230/3	00	08	06
	230/4	00	01	95
	230/7	00	09	93
	230/8	00	06	05
	232/1	00	20	75
	234/11	00	00	11
	234/12	00	00	11

1	2	3	4	5
3) अडपाका (निरंतर)	234/13	00	00	63
	234/14	00	10	04
	234/15	00	07	38
	234/16	00	01	17
	234/18	00	02	70
	234/33	00	01	03
	234/35	00	01	54
	234/36	00	07	25
	234/37	00	03	67
	234/38	00	01	72
	234/39	00	07	84
	235/1	00	00	10
	235/10	00	04	26
	235/11	00	05	23
	235/17	00	02	55
	235/18	00	01	17
	235/2	00	03	10
	235/25	00	00	10
	235/26	00	00	48
	235/3	00	04	08
	235/4	00	09	91
	235/5	00	02	50
	235/9	00	02	04
	235/6	00	00	15
	236/1	00	02	38
	236/2	00	00	10
	237/11	00	02	07
	237/16	00	01	16
	237/17	00	05	02
	237/18	00	09	60
	238/11	00	03	45
	238/14	00	01	16
	238/15	00	00	62
	238/16	00	15	00
	238/17	00	03	57
	238/2	00	06	79
	238/4	00	00	25
	238/5	00	06	96
	238/6	00	01	93
	239/1	00	00	11
	239/2	00	14	75
	239/3	00	15	71

1	2	3	4	5
3) अङ्कपात्र (निरंतर)	239/4	00	05	78
	239/6	00	00	15
	239/7	00	03	72
	240	00	58	56
	241/10	00	00	96
	241/20	00	04	90
	373/19	00	00	31
	373/20	00	05	30
	373/21	00	01	23
	373/22	00	00	65
	373/23	00	03	50
	373/24	00	04	94
	373/25	00	01	89
	373/26	00	02	20
	373/27	00	03	20
	373/4	00	04	63
	373/5	00	00	10
	374/1	00	02	71
	374/19	00	00	68
	374/2	00	06	63
	374/21	00	00	16
	374/3	00	10	51
	374/6	00	10	10
	374/7	00	00	26
	375/12	00	00	85
	375/13	00	25	96
	375/2	00	00	93
	375/3	00	20	55
	375/4	00	00	48
	376/1	00	01	21
	378/1	00	01	80
	378/14	00	00	81
	378/2	00	11	61
	378/3	00	05	32
	378/4	00	00	10
	378/5	00	14	86
	378/6	00	08	47
	378/7	00	06	03
	378/8	00	03	65
	378/9	00	01	99
	378/10	00	00	16
	379/1	00	27	98

1	2	3	4	5
3) अडपाका (निरंतर)	379/3	00	01	74
	380/4	00	15	00
	380/5	00	13	92
	398/10	00	22	69
	398/11	00	06	05
	398/12	00	05	96
	398/18	00	02	56
	398/7	00	08	78
	398/8	00	07	30
	399/1	00	04	25
	399/2	00	01	99
	399/3	00	01	20
	399/4	00	00	26
	400	00	00	75
	401	00	22	97
	402/1	00	44	83
	403/1	00	00	11
	403/2	00	00	10
	403/4	00	16	21
	403/5	00	04	36
	404	00	22	95
	सर्वे नंबर 383 और 382 के बीच में	00	17	87
4) पेद्दाकोत्तपल्ली	105/19	00	02	13
	105/20	00	14	23
	105/24	00	07	90
	105/21	00	00	10
	105/22	00	00	91
	105/23	00	08	21
	106/14	00	02	50
	106/13	00	04	71
	106/12	00	04	12
	106/11	00	06	00
	101/6वी	00	02	98
	101/6ए	00	09	87
	106/10	00	01	30
	101/5	00	03	76
	101/4	00	06	97
	101/3	00	03	19
	101/1	00	00	10
	101/2	00	12	55
	101/12	00	00	10
	101/13	00	01	68

1	2	3	4	5
4) पेद्दाकोत्तपल्ली (निरंतर)	100/8	00	00	27
	100/10	00	12	17
	100/9	00	04	26
	99/19	00	01	11
	99/18	00	03	73
	99/16	00	07	27
	99/15	00	05	49
	99/14	00	06	37
	99/13	00	02	40
	99/10	00	00	10
	99/3	00	01	12
	99/4	00	02	15
	99/5	00	03	32
	99/8	00	01	70
	99/7	00	01	92
	99/6	00	04	66
	80/44	00	10	45
	80/43	00	06	92
	82/3	00	00	10
	82/2	00	07	97
	80/33	00	02	81
	80/32	00	00	10
	82/1	00	03	49
	82/11	00	00	57
	82/12	00	03	43
	82/13	00	07	94
	82/20	00	00	19
	82/15	00	04	26
	82/14	00	01	98
	82/16	00	02	75
	82/17	00	01	21
	81/6	00	07	26
	81/4	00	11	70
	81/3	00	18	61
	81/2	00	03	59
	81/1	00	03	95
	50/39	00	02	04
	50/30	00	00	56
	50/31	00	02	88
	50/32	00	02	12
	50/38	00	02	94
	50/33	00	02	67

1	2	3	4	5
4) पेढाकरोलापल्ली (निरंतर)	50/37	00	03	86
	50/36	00	03	80
	50/35	00	02	17
	146/5	00	03	85
	146/6	00	01	38
	50/26	00	02	33
	146/4	00	08	74
	146/8	00	00	10
	146/3	00	08	68
	146/14	00	01	72
	146/1	00	00	93
	146/2	00	09	02
	146/15	00	01	45
	146/16	00	02	08
	146/17	00	03	97
	146/18	00	01	84
	150/13	00	14	43
	147	00	01	90
	150/33	00	00	56
	150/36	00	02	06
	150/12	00	02	73
	150/11	00	01	63
	150/39	00	04	67
	150/10	00	00	77
	150/40	00	03	63
	150/41	00	03	57
	150/42	00	00	48
	150/5	00	06	41
	150/6	00	01	03
	150/4	00	01	29
	150/43	00	11	43
	150/46	00	00	78
	150/47	00	06	51
	150/58	00	01	12
	150/48	00	07	89
	150/49	00	07	79
	150/51	00	05	05
	150/52	00	00	10
	149	00	02	67
	148/5	00	00	10
	45/28	00	26	11
	45/27	00	02	98

1	2	3	4	5
4) पेदाबोरापल्ली (निरंतर)	45/2 6	00	00	10
	155/3	00	03	25
	155/4	00	06	38
	155/5	00	06	05
	155/8	00	08	94
	155/9	00	01	84
	155/10	00	04	75
	155/14	00	09	12
	155/15	00	30	26
	155/16	00	03	30
	155/17	00	02	29
	155/18	00	01	29
	155/19	00	00	87
	156	00	02	04
	44/11	00	01	07
	44/12	00	10	56
	44/13	00	07	73
	44/14	00	00	19
	44/15	00	09	80
	44/16	00	03	35
	44/17	00	00	60
	33/9	00	05	04
	33/16	00	22	55
	33/17	00	03	59
	33/15	00	73	00
	33/14	00	00	10
	34/14	00	01	89
	44/22	00	02	05
	34/22	00	18	72
	34/21	00	08	26
	34/20	00	13	31
	34/19	00	06	08
	35/4	00	08	35
	35/2	00	12	59
	37/5	00	75	27
	35/3	00	00	10
	36/6	00	00	55
	37/4	00	54	85
	37/3	00	41	43
	38/1	00	04	12

मंडल/ तेहसिल/ तालुक :पोंदूरु	जिला :श्रीकाकुलम	राज्य :आन्ध्र प्रदेश
1) लोलुगा	151	00 16 51
	152/5	00 06 48

1	2	3	4	5
1) सोलुगा (निरंतर)	152/4	00	14	01
	152/3	00	03	61
	152/6	00	03	20
	152/7	00	15	43
	152/8	00	14	25
	152/9	00	03	37
	154/7	00	50	27
	155/30	00	00	43
	155/31	00	07	03
	155/32	00	02	80
	155/23	00	09	00
	155/22	00	06	38
	155/21	00	06	14
	155/20	00	03	76
	155/19	00	01	58
	155/18	00	01	03
	155/17	00	00	59
	155/16	00	02	24
	155/10	00	06	52
	155/9	00	00	71
	155/11	00	00	83
	155/15	00	02	72
	155/14	00	03	03
	155/13	00	01	88
	186/13	00	00	10
	189/4	00	35	99
	189/2	00	05	13
	189/3	00	00	55
	190/22	00	06	13
	190/23	00	13	94
	190/15	00	00	62
	190/13	00	00	18
	190/14	00	06	03
	196/16	00	00	35
	196/12	00	02	18
	196/11	00	03	55
	196/1	00	02	59
	196/8	00	06	02
	196/9	00	03	90
	196/10	00	01	55
	196/4	00	02	17
	196/2	00	00	10

1	2	3	4	5
1) सोलुगा (निरंतर)	196/3	00	00	85
	196/7	00	03	61
	196/5	00	03	02
	196/6	00	02	63
	194/27	00	00	41
	194/28	00	07	56
	194/25	00	00	55
	195	00	11	45
	193	00	00	99
	200/52	00	11	43
	200/51	00	03	07
	200/50	00	00	70
	200/54	00	20	75
	200/55	00	12	04
	203/39	00	02	79
	200/40	00	01	10
	200/39	00	09	90
	203/2	00	02	03
	203/1	00	03	03
	203/3	00	09	60
	200/38	00	00	11
	203/4	00	03	78
	203/5	00	00	81
	203/6	00	04	09
	203/8	00	00	38
	203/7	00	03	88
	201/19	00	09	53
	203/9	00	01	70
	201/20	00	00	63
	201/46	00	03	90
	201/47	00	03	06
	201/50	00	11	52
	201/51	00	01	08
	201/49	00	08	45
	202	00	04	39
	209/15	00	08	00
	209/16	00	00	97
	209/14	00	02	09
	209/12	00	07	81
	209/7	00	07	67
	209/8	00	01	86
	209/6	00	01	39

1	2	3	4	5
1) लोलुगा (निरंतर)	209/9	00	01	00
	209/1	00	00	34
	209/4	00	20	32
	210/20	00	13	95
	210/9	00	02	46
	214/15	00	00	10
	214/6	00	13	82
	214/9	00	00	11
	214/7	00	02	30
	214/4	00	03	54
	214/5	00	00	55
	214/3	00	05	60
	214/2	00	04	47
	213/22	00	00	14
	216/20	00	03	61
	215	00	06	66
	217/6	00	02	49
	217/2	00	03	69
	216/19	00	01	25
	216/18	00	03	79
	216/17	00	00	80
	217/5	00	06	07
	217/4	00	11	11
	217/3	00	02	11
	223/1	00	05	60
	233/1	00	00	25
	232/31	00	25	89
	232/1	00	01	02
	232/2	00	04	04
	232/3	00	05	26
	232/4	00	04	87
	232/5	00	02	65
	232/6	00	02	19
	232/7	00	01	51
	232/8	00	01	09
	224/41	00	00	17
	224/42	00	03	68
	231/8	00	03	98
	231/9	00	05	72
	231/10	00	15	17
	231/6	00	02	43
	231/11	00	02	93

1	2	3	4	5
1) लोसुगा (निरंतर)	231/12	00	14	97
	231/5	00	00	57
	231/13	00	01	61
	231/14	00	03	08
	231/20	00	03	00
	231/21	00	00	94
	231/15	00	05	38
	231/17	00	15	24
	231/19	00	01	05
2) बुरिडाकंवारा	149	00	06	52
	150/1	00	01	49
	150/4	00	03	27
	150/3	00	04	28
	148	00	06	42
	146/10 डी	00	00	64
	146/16	00	06	62
	146/15	00	03	36
	146/14	00	01	54
	146/17	00	06	60
	146/18	00	01	75
	145/1	00	02	11
	145/2	00	00	18
	145/3	00	09	98
	145/4	00	06	67
	145/5	00	03	06
	145/6	00	01	43
	145/12	00	01	12
	145/11	00	27	43
	145/24	00	03	59
	143/3	00	01	58
	143/2	00	04	61
	143/1	00	03	82
	143/7	00	04	63
	143/6	00	00	10
	143/8	00	07	26
	143/9	00	03	32
	143/10	00	00	10
	129/21	00	00	74
	129/18	00	00	76
	129/17	00	00	23
	130/14	00	04	10
	130/13	00	01	58

1	2	3	4	5
2) बुरिडाकंचाराम (निरंतर)	130/12	00	02	95
	130/11	00	01	74
	130/10	00	01	24
	130/9	00	00	97
	130/8	00	00	53
	130/5	00	00	18
	142/10	00	00	17
	142/9	00	00	82
	142/8	00	02	39
	142/7	00	02	07
	142/6	00	02	78
	142/5	00	01	21
	142/4	00	00	64
	142/3	00	01	33
	130/15	00	02	29
	142/2	00	02	94
	142/1	00	04	11
	142/12	00	00	10
	142/16	00	02	91
	133/6	00	02	04
	133/9	00	05	58
	133/8	00	02	90
	133/10	00	12	26
	133/13	00	00	10
	133/12	00	00	42
	133/11	00	00	91
	133/4	00	03	46
	134	00	25	35
	121	00	04	05
	40/14	00	03	49
	40/17	00	01	86
	40/16	00	07	86
	40/15	00	14	98
	40/12	00	03	21
	40/11	00	09	00
	40/10	00	08	53
	40/9	00	01	60
	40/6	00	00	65
	40/5	00	05	43
	40/4	00	00	10
	118/4	00	01	43
	118/1	00	09	58

1	2	3	4	5
2) बुरिअकंचाराम (निरंतर)	118/2	00	05	41
	42/37	00	01	13
	42/38	00	02	32
	114/1	00	08	05
	114/2	00	04	98
	114/5	00	00	10
	43/18	00	00	23
	43/23	00	00	66
	43/24	00	01	33
	43/28	00	08	21
	43/31	00	00	10
	43/30	00	01	04
	43/29	00	02	49
	43/27	00	00	82
	43/26	00	00	10
	43/11	00	05	83
	113	00	50	54
	184	00	01	71
	112	00	06	99
	181/1	00	05	85
	181/2	00	03	24
	181/3	00	00	11
	110	00	30	92
	107	00	40	24
	108	00	17	91
	72/7	00	00	18
	72/6	00	10	79
	72/9	00	01	29
	72/5	00	03	86
	72/4	00	00	10
	72/11	00	04	36
	72/12	00	00	87
	71/20	00	11	14
	71/13	00	01	68
	71/14	00	03	35
	71/15	00	05	64
	71/16	00	01	83
	71/19	00	02	18
	71/18	00	05	17
	71/17	00	01	82
	71/21	00	01	25
	74/11	00	02	06

1	2	3	4	5
2) बुलिङकचाराय (निरंतर)	74/10	00	06	62
	74/2	00	10	91
	74/3	00	08	84
	74/1	00	12	97
	63/20	00	09	48
	63/10	00	11	81
	63/6	00	05	44
	63/7	00	15	96
	63/9	00	02	70
	63/8	00	05	93
	62/11	00	06	65
	62/10	00	08	72
	62/9	00	07	52
	62/8	00	07	59
	62/7	00	05	45
	62/6	00	02	50
	77/6	00	00	20
	77/5	00	02	34
	77/3	00	03	18
	77/4	00	02	97
	77/2	00	09	42
	77/1	00	00	15
	77/7	00	08	55

[फ़. सं. एल-14014/33/2009-जी.पी.]

के.के.शर्मा, अवर सचिव

New Delhi, the 23th September, 2009

S. O. 2648.—Whereas it appears to the Government of India that it is necessary in public interest that for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s. Reliance Industries Limited to consumers in various parts of the country, Kakinada-Basudebpur-Howrah gas pipeline should be laid by M/s. Relogistics Infrastructure Limited;

And, whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date of which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D. No. 67-11-21/2, Savnisuja, Opp New Centuary Public School, L. B. Nagar, Kakinada-533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk:Laveru		District:Srikakulam		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Garugubilli	118/18	00	01	43	
	118/23	00	00	52	
	118/24A	00	07	82	
	118/24B	00	06	59	
	118/25	00	17	77	
	In bet. Svy. No. 118/18 & Svy. No. 120/14A	00	02	83	
	120/1	00	11	94	
	120/3	00	03	38	
	120/4	00	08	36	
	120/6	00	00	10	
	120/7	00	00	14	
	120/8	00	07	00	
	120/9	00	00	96	
	120/11	00	03	06	
	120/12	00	04	30	
	120/13	00	07	37	
	120/14A	00	06	88	
	120/14B	00	01	46	
	120/15	00	00	15	
	120/16	00	01	01	
	123/1	00	08	34	
	123/2	00	00	45	
	124/1A	00	00	17	
	124/2	00	00	57	
	122/3A	00	00	10	
	122/3B	00	00	52	
	122/4	00	21	89	
	122/5A	00	04	66	
	122/5B	00	00	79	
	122/6A	00	15	08	
	122/6B	00	08	08	
	122/9A	00	11	47	
	141/1A	00	00	34	
	141/1B	00	01	30	
	141/2	00	04	46	
	141/3A	00	12	78	
	141/3B	00	05	26	

1	2	3	4	5
1) Garugubilli (Contd)	141/4	00	00	65
	141/14A	00	02	51
	141/14B	00	01	38
	141/15A	00	01	98
	141/15B	00	00	10
	141/18A	00	01	04
	140/2	00	01	58
	140/4B	00	00	10
	140/5	00	03	66
	140/6A	00	02	12
	140/6B	00	00	87
	140/7	00	01	15
	140/8A	00	02	24
	140/8B	00	00	99
	140/9A	00	02	01
	140/9B	00	00	15
	140/10A	00	01	46
	140/11A	00	05	96
	140/11B	00	03	92
	140/12	00	01	79
	140/13	00	00	81
	140/14A	00	01	58
	140/15A	00	04	00
	140/16A	00	00	69
	139/24A	00	00	11
	137/1A	00	00	22
	137/1B	00	01	15
	137/2A	00	01	16
	137/2B	00	01	62
	137/3A	00	05	90
	137/3B	00	03	77
	137/4	00	06	20
	137/5A	00	14	33
	137/5B	00	00	20
	137/14	00	03	54
	137/16A	00	10	36
	137/17A	00	01	98
	137/17B	00	02	87
	137/18A	00	03	14
	137/19A	00	00	78
	138/16B	00	00	82
	138/17	00	07	33

1	2	3	4	5
1) Garugubilli (Contd)	138/18B	00	00	55
	138/19B	00	00	10
	138/20B	00	01	31
	138/21A	00	07	92
	138/21B	00	04	21
	138/22A	00	02	05
	138/22B	00	00	41
	138/23A	00	01	47
	138/23B	00	00	10
	138/24A	00	00	12
	133/14B	00	00	10
	133/15	00	10	12
	133/16	00	00	75
	135/1A	00	08	95
	134/1A	00	03	70
	135/1B	00	00	23
	135/9A	00	02	87
	135/10	00	00	10
	134/1B	00	06	67
	134/2	00	05	00
	134/4	00	20	34
	134/5A	00	00	58
	134/7	00	00	10
	94	00	00	10
	52/1	00	17	38
	52/2B	00	06	49
	52/3	00	03	25
	53	00	00	10
	52/2A	00	08	13
	50/5A	00	00	76
	50/5B	00	01	44
	50/6	00	09	06
	50/7	00	00	96
	50/9	00	28	53
	50/14	00	08	45
	50/15	00	03	66
	50/16A	00	05	34
	51/1	00	03	83
	51/4	00	01	13
	51/5	00	00	12
	48/1B	00	08	54
	48/2	00	07	46

1	2	3	4	5
1) Garugubilli (Contd)	48/3	00	10	88
	48/4A	00	04	32
	48/5	00	07	71
	47/6	00	07	23
	47/7	00	10	40
2) Sigirikottapalli	23/3	00	05	27
	23/1	00	04	00
	23/2	00	02	38
	6/1	00	77	66
	6/8	00	00	10
	6/7	00	01	79
	6/2	00	09	25
	6/3	00	00	10
	5/7	00	06	04
	5/20	00	01	60
	5/8	00	14	00
	5/19	00	03	98
	5/18	00	03	21
	5/9	00	00	98
	5/26	00	02	07
	5/27	00	03	17
	5/17	00	00	68
	5/16	00	03	59
	5/28	00	12	33
	4	00	04	73
	3/3	00	09	37
	3/2	00	12	88
3) Adapaka	382	00	94	05
	383	00	19	65
	186/17	00	10	00
	186/18	00	11	84
	186/16	00	05	39
	187/12	00	15	44
	187/13	00	09	76
	187/14	00	07	78
	187/16	00	00	50
	187/17	00	15	22
	187/18	00	02	50
	187/8	00	00	54
	187/9	00	07	18
	188/11	00	24	99
	188/13	00	00	85

1	2	3	4	5
3) Adapaka (Contd)	188/14	00	12	97
	188/15	00	04	18
	188/16	00	06	25
	188/17	00	00	87
	188/21	00	00	10
	188/7	00	04	33
	188/8	00	00	29
	191/10	00	05	85
	191/11	00	00	76
	191/15	00	04	52
	191/16	00	14	51
	191/6	00	03	62
	191/7	00	00	75
	191/9	00	10	75
	191/5	00	03	64
	191/4	00	01	94
	192/1	00	24	99
	192/2	00	00	58
	192/5	00	00	21
	193/1	00	02	12
	215/4	00	02	36
	215/5	00	18	23
	215/6	00	04	65
	216/10	00	02	38
	216/5	00	05	50
	216/3	00	00	27
	216/4	00	14	36
	216/6	00	08	53
	216/7	00	06	95
	216/8	00	05	50
	216/9	00	01	24
	230/1	00	00	73
	230/12	00	07	69
	230/13	00	02	35
	230/14	00	00	41
	230/3	00	08	06
	230/4	00	01	95
	230/7	00	09	93
	230/8	00	06	05
	232/1	00	20	75
	234/11	00	00	11
	234/12	00	00	11

1	2	3	4	5
3) Adapaka (Contd)	234/13	00	00	63
	234/14	00	10	04
	234/15	00	07	38
	234/16	00	01	17
	234/18	00	02	70
	234/33	00	01	03
	234/35	00	01	54
	234/36	00	07	25
	234/37	00	03	67
	234/38	00	01	72
	234/39	00	07	84
	235/1	00	00	10
	235/10	00	04	26
	235/11	00	05	23
	235/17	00	02	55
	235/18	00	01	17
	235/2	00	03	10
	235/25	00	00	10
	235/26	00	00	48
	235/3	00	04	08
	235/4	00	09	91
	235/5	00	02	50
	235/9	00	02	04
	235/6	00	00	15
	236/1	00	02	38
	236/2	00	00	10
	237/11	00	02	07
	237/16	00	01	16
	237/17	00	05	02
	237/18	00	09	60
	238/11	00	03	45
	238/14	00	01	16
	238/15	00	00	62
	238/16	00	15	00
	238/17	00	03	57
	238/2	00	06	79
	238/4	00	00	25
	238/5	00	06	96
	238/6	00	01	93
	239/1	00	00	11
	239/2	00	14	75
	239/3	00	15	71

1	2	3	4	5
3) Adapaka (Contd)	239/4	00	05	78
	239/6	00	00	15
	239/7	00	03	72
	240	00	58	56
	241/10	00	00	96
	241/20	00	04	90
	373/19	00	00	31
	373/20	00	05	30
	373/21	00	01	23
	373/22	00	00	65
	373/23	00	03	50
	373/24	00	04	94
	373/25	00	01	89
	373/26	00	02	20
	373/27	00	03	20
	373/4	00	04	63
	373/5	00	00	10
	374/1	00	02	71
	374/19	00	00	68
	374/2	00	06	63
	374/21	00	00	16
	374/3	00	10	51
	374/6	00	10	10
	374/7	00	00	26
	375/12	00	00	85
	375/13	00	25	96
	375/2	00	00	93
	375/3	00	20	55
	375/4	00	00	48
	376/1	00	01	21
	378/1	00	01	80
	378/14	00	00	81
	378/2	00	11	61
	378/3	00	05	32
	378/4	00	00	10
	378/5	00	14	86
	378/6	00	08	47
	378/7	00	06	03
	378/8	00	03	65
	378/9	00	01	99
	378/10	00	00	16
	379/1	00	27	98

1	2	3	4	5
3) Adapaka (Contd)	379/3	00	01	74
	380/4	00	15	00
	380/5	00	13	92
	398/10	00	22	69
	398/11	00	06	05
	398/12	00	05	96
	398/18	00	02	56
	398/7	00	08	78
	398/8	00	07	30
	399/1	00	04	25
	399/2	00	01	99
	399/3	00	01	20
	399/4	00	00	26
	400	00	00	75
	401	00	22	97
	402/1	00	44	83
	403/1	00	00	11
	403/2	00	00	10
	403/4	00	16	21
	403/5	00	04	36
	404	00	22	95
	In bet. Suy no. 383 & 382	00	17	87
4) Peddakottapalli	105/19	00	02	13
	105/20	00	14	23
	105/24	00	07	90
	105/21	00	00	10
	105/22	00	00	91
	105/23	00	08	21
	106/14	00	02	50
	106/13	00	04	71
	106/12	00	04	12
	106/11	00	06	00
	101/6B	00	02	98
	101/6A	00	09	87
	106/10	00	01	30
	101/5	00	03	76
	101/4	00	06	97
	101/3	00	03	19
	101/1	00	00	10
	101/2	00	12	55
	101/12	00	00	10
	101/13	00	01	68

1	2	3	4	5
4) Peddakottapalli (Contd)	100/8	00	00	27
	100/10	00	12	17
	100/9	00	04	26
	99/19	00	01	11
	99/18	00	03	73
	99/16	00	07	27
	99/15	00	05	49
	99/14	00	06	37
	99/13	00	02	40
	99/10	00	00	10
	99/3	00	01	12
	99/4	00	02	15
	99/5	00	03	32
	99/8	00	01	70
	99/7	00	01	92
	99/6	00	04	66
	80/44	00	10	45
	80/43	00	06	92
	82/3	00	00	10
	82/2	00	07	97
	80/33	00	02	81
	80/32	00	00	10
	82/1	00	03	49
	82/11	00	00	57
	82/12	00	03	43
	82/13	00	07	94
	82/20	00	00	19
	82/15	00	04	26
	82/14	00	01	98
	82/16	00	02	75
	82/17	00	01	21
	81/6	00	07	26
	81/4	00	11	70
	81/3	00	18	61
	81/2	00	03	59
	81/1	00	03	95
	50/39	00	02	04
	50/30	00	00	56
	50/31	00	02	88
	50/32	00	02	12
	50/38	00	02	94
	50/33	00	02	67

1	2	3	4	5
4) Peddakottapalli (Contd)	50/37	00	03	86
	50/36	00	03	80
	50/35	00	02	17
	146/5	00	03	85
	146/6	00	01	38
	50/26	00	02	33
	146/4	00	08	74
	146/8	00	00	10
	146/3	00	08	68
	146/14	00	01	72
	146/1	00	00	93
	146/2	00	09	02
	146/15	00	01	45
	146/16	00	02	08
	146/17	00	03	97
	146/18	00	01	84
	150/13	00	14	43
	147	00	01	90
	150/33	00	00	56
	150/36	00	02	06
	150/12	00	02	73
	150/11	00	01	63
	150/39	00	04	67
	150/10	00	00	77
	150/40	00	03	63
	150/41	00	03	57
	150/42	00	00	48
	150/5	00	06	41
	150/6	00	01	03
	150/4	00	01	29
	150/43	00	11	43
	150/46	00	00	78
	150/47	00	06	51
	150/58	00	01	12
	150/48	00	07	89
	150/49	00	07	79
	150/51	00	05	05
	150/52	00	00	10
	149	00	02	67
	148/5	00	00	10
	45/28	00	26	11
	45/27	00	02	98

1	2	3	4	5
4) Peddakottapalli (Contd)	45/26	00	00	10
	155/3	00	03	25
	155/4	00	06	38
	155/5	00	06	05
	155/8	00	08	94
	155/9	00	01	84
	155/10	00	04	75
	155/14	00	09	12
	155/15	00	30	26
	155/16	00	03	30
	155/17	00	02	29
	155/18	00	01	29
	155/19	00	00	87
	156	00	02	04
	44/11	00	01	07
	44/12	00	10	56
	44/13	00	07	73
	44/14	00	00	19
	44/15	00	09	80
	44/16	00	03	35
	44/17	00	00	60
	33/9	00	05	04
	33/16	00	22	55
	33/17	00	03	59
	33/15	00	73	00
	33/14	00	00	10
	34/14	00	01	89
	44/22	00	02	05
	34/22	00	18	72
	34/21	00	08	26
	34/20	00	13	31
	34/19	00	06	08
	35/4	00	08	35
	35/2	00	12	59
	37/5	00	75	27
	35/3	00	00	10
	36/6	00	00	55
	37/4	00	54	85
	37/3	00	41	43
	38/1	00	04	12
Mandal/Tehsil/Taluk:Ponduru District:Srikakulam State:ANDHRA PRADESH				
1) Loluga	151	00	16	51
	152/5	00	06	48

1	2	3	4	5
1) Lohaga (Contd)	152/4	00	14	01
	152/3	00	03	61
	152/6	00	03	20
	152/7	00	15	43
	152/8	00	14	25
	152/9	00	03	37
	154/7	00	50	27
	155/30	00	00	43
	155/31	00	07	03
	155/32	00	02	80
	155/23	00	09	00
	155/22	00	06	38
	155/21	00	06	14
	155/20	00	03	76
	155/19	00	01	58
	155/18	00	01	03
	155/17	00	00	59
	155/16	00	02	24
	155/10	00	06	52
	155/9	00	00	71
	155/11	00	00	83
	155/15	00	02	72
	155/14	00	03	03
	155/13	00	01	88
	186/13	00	00	10
	189/4	00	35	99
	189/2	00	05	13
	189/3	00	00	55
	190/22	00	06	13
	190/23	00	13	94
	190/15	00	00	62
	190/13	00	00	18
	190/14	00	06	03
	196/16	00	00	35
	196/12	00	02	18
	196/11	00	03	55
	196/1	00	02	59
	196/8	00	06	02
	196/9	00	03	90
	196/10	00	01	55
	196/4	00	02	17
	196/2	00	00	10

1	2	3	4	5
1) Loluga (Contd)	196/3	00	00	85
	196/7	00	03	61
	196/5	00	03	02
	196/6	00	02	63
	194/27	00	00	41
	194/28	00	07	56
	194/25	00	00	55
	195	00	11	45
	193	00	00	99
	200/52	00	11	43
	200/51	00	03	07
	200/50	00	00	70
	200/54	00	20	75
	200/55	00	12	04
	203/39	00	02	79
	200/40	00	01	10
	200/39	00	09	90
	203/2	00	02	03
	203/1	00	03	03
	203/3	00	09	60
	200/38	00	00	11
	203/4	00	03	78
	203/5	00	00	81
	203/6	00	04	09
	203/8	00	00	38
	203/7	00	03	88
	201/19	00	09	53
	203/9	00	01	70
	201/20	00	00	63
	201/46	00	03	90
	201/47	00	03	06
	201/50	00	11	52
	201/51	00	01	08
	201/49	00	08	45
	202	00	04	39
	209/15	00	08	00
	209/16	00	00	97
	209/14	00	02	09
	209/12	00	07	81
	209/7	00	07	67
	209/8	00	01	86
	209/6	00	01	39

1	2	3	4	5
1) Loluga (Contd)	209/9	00	01	00
	209/1	00	00	34
	209/4	00	20	32
	210/20	00	13	95
	210/9	00	02	46
	214/15	00	00	10
	214/6	00	13	82
	214/9	00	00	11
	214/7	00	02	30
	214/4	00	03	54
	214/5	00	00	55
	214/3	00	05	60
	214/2	00	04	47
	213/22	00	00	14
	216/20	00	03	61
	215	00	06	66
	217/6	00	02	49
	217/2	00	03	69
	216/19	00	01	25
	216/18	00	03	79
	216/17	00	00	80
	217/5	00	06	07
	217/4	00	11	11
	217/3	00	02	11
	223/1	00	05	60
	233/1	00	00	25
	232/31	00	25	89
	232/1	00	01	02
	232/2	00	04	04
	232/3	00	05	26
	232/4	00	04	87
	232/5	00	02	65
	232/6	00	02	19
	232/7	00	01	51
	232/8	00	01	09
	224/41	00	00	17
	224/42	00	03	68
	231/8	00	03	98
	231/9	00	05	72
	231/10	00	15	17
	231/6	00	02	43
	231/11	00	02	93

1	2	3	4	5
1) Loluga (Contd)	231/12	00	14	97
	231/5	00	00	57
	231/13	00	01	61
	231/14	00	03	08
	231/20	00	03	00
	231/21	00	00	94
	231/15	00	05	38
	231/17	00	15	24
	231/19	00	01	05
2) Burindakancharam	149	00	06	52
	150/1	00	01	49
	150/4	00	03	27
	150/3	00	04	28
	148	00	06	42
	146/10D	00	00	64
	146/16	00	06	62
	146/15	00	03	36
	146/14	00	01	54
	146/17	00	06	60
	146/18	00	01	75
	145/1	00	02	11
	145/2	00	00	18
	145/3	00	09	98
	145/4	00	06	67
	145/5	00	03	06
	145/6	00	01	43
	145/12	00	01	12
	145/11	00	27	43
	145/24	00	03	59
	143/3	00	01	58
	143/2	00	04	61
	143/1	00	03	82
	143/7	00	04	63
	143/6	00	00	10
	143/8	00	07	26
	143/9	00	03	32
	143/10	00	00	10
	129/21	00	00	74
	129/18	00	00	76
	129/17	00	00	23
	130/14	00	04	10
	130/13	00	01	58
	130/12	00	02	95
	130/11	00	01	74
	130/10	00	01	24
	130/9	00	00	97
	130/8	00	00	53
	130/5	00	00	18
	142/10	00	00	17
	142/9	00	00	82
	142/8	00	02	39

1	2	3	4	5
2) Burindakancharam (Contd)	142/7	00	02	07
	142/6	00	02	78
	142/5	00	01	21
	142/4	00	00	64
	142/3	00	01	33
	130/15	00	02	29
	142/2	00	02	94
	142/1	00	04	11
	142/12	00	00	10
	142/16	00	02	91
	133/6	00	02	04
	133/9	00	05	58
	133/8	00	02	90
	133/10	00	12	26
	133/13	00	00	10
	133/12	00	00	42
	133/11	00	00	91
	133/4	00	03	46
	134	00	25	35
	121	00	04	05
	40/14	00	03	49
	40/17	00	01	86
	40/16	00	07	86
	40/15	00	14	98
	40/12	00	03	21
	40/11	00	09	00
	40/10	00	08	53
	40/9	00	01	60
	40/6	00	00	65
	40/5	00	05	43
	40/4	00	00	10
	118/4	00	01	43
	118/1	00	09	58
	118/2	00	05	41
	42/37	00	01	13
	42/38	00	02	32
	114/1	00	08	05
	114/2	00	04	98
	114/5	00	00	10
	43/18	00	00	23
	43/23	00	00	66
	43/24	00	01	33
	43/28	00	08	21
	43/31	00	00	10
	43/30	00	01	04
	43/29	00	02	49
	43/27	00	00	82
	43/26	00	00	10
	43/11	00	05	83
	113	00	50	54
	184	00	01	71
	112	00	06	99

1	2	3	4	5
2) Burindakancharam (Contd)	181/1	00	05	85
	181/2	00	03	24
	181/3	00	00	11
	110	00	30	92
	107	00	40	24
	108	00	17	91
	72/7	00	00	18
	72/6	00	10	79
	72/9	00	01	29
	72/5	00	03	86
	72/4	00	00	10
	72/11	00	04	36
	72/12	00	00	87
	71/20	00	11	14
	71/13	00	01	68
	71/14	00	03	35
	71/15	00	05	64
	71/16	00	01	83
	71/19	00	02	18
	71/18	00	05	17
	71/17	00	01	82
	71/21	00	01	25
	74/11	00	02	06
	74/10	00	06	62
	74/2	00	10	91
	74/3	00	08	84
	74/1	00	12	97
	63/20	00	09	48
	63/10	00	11	81
	63/6	00	05	44
	63/7	00	15	96
	63/9	00	02	70
	63/8	00	05	93
	62/11	00	06	65
	62/10	00	08	72
	62/9	00	07	52
	62/8	00	07	59
	62/7	00	05	45
	62/6	00	02	50
	77/6	00	00	20
	77/5	00	02	34
	77/3	00	03	18
	77/4	00	02	97
	77/2	00	09	42
	77/1	00	00	15
	77/7	00	08	55

[F. No. L-14014/33/2009-G.P.
K.K.SHARMA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 25 अगस्त, 2009

का.आ. 2649.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या I, नई दिल्ली के पंचाट (संदर्भ संख्या 10/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-8-2009 को प्राप्त हुआ था।

[सं. एल-12012/267/2004-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 25th August, 2009

S.O. 2649.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/2005) of the Central Government Industrial Tribunal-Cum-Labour Court-I, New Delhi as shown in the Annexure in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 25-8-2009.

[No. L-12012/267/2004-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. I NEW
DELHI KARKARDOOMA COURT
COMPLEX, DELHI**

I. D. No. 10/2005

Shri Suraj Singh S/o Shri Pat Ram,
C/o Shri J.N. Kapoor,
R/o 33-34, Bank Enclave,
Ring Road, Rajouri Garden,
New Delhi

... Workman

Versus

The Assistant General Manager,
State Bank of India,
Stationery Department,
Sector-6, Plot No. 3,
Faridabad.

... Management

AWARD

Sh. Suraj Singh was employed as a casual labour, often and then at Circle Stationery Department, State Bank of India, Faridabad, Haryana, in case of need. He worked there somewhere in the month of April, May, June and July, 2000. His wages were paid. He was not employed thereafter. Feeling aggrieved he raised an industrial dispute. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal vide letter No. L-12012/267/2004-IR(B-I) dated 3/21-3-2005 with following terms:

"Whether the action of the management of State Bank of India in terminating the services of Shri Suraj Singh s/o Shri Pat Ram Sorter-cum-Messenger w.e.f. 15-10-2001 is just and legal? If not, to what relief the workman is entitled to?"

2. Claim statement was filed by the workman, pleading therein that he was appointed as Sorter-cum-Messenger by the Bank in January, 1999, against regular vacancy and paid on daily wages basis. He worked there in the bank for 250 days in 1999, 252 days in 2000 and 245 days in 2001. He was being paid @ Rs. 501 per day. When he requested for payment of wages in accordance with Bipartite Settlements, besides regularization of his job, it irked the management. Assistant General Manager terminated his services on 15-10-01 without any speaking order. He was not allowed to join his duties on 16-10-01. Neither any appointment letter nor termination letter was issued to him. Termination of his services is in violation of the provisions of section 25-F, 25G and 25 H of the Industrial Disputes Act, 1947 (in short the Act). Though he was performing duties of a regular employee yet he was shown as a temporary employee by the management. Neither notice nor pay in lieu thereof and retrenchment compensation was paid to him. He seeks reinstatement in service with continuity and full back wages.

3. Contest to claim was given by the management, pleading therein that the claimant was never appointed as Sorter-cum-Messenger by the management. It was denied that he worked in the bank from January, 99 to October, 2001. It was further denied that he rendered 250 days service in 1999, 252 days in 2000 and 245 days service in 2001. He was not appointed against any vacancy, hence there was no question of paying him Rs. 50 per day. It has been pleaded that allegations to the effect that his services were terminated on 15-10-2001 are uncalled for. Since he was never taken in the service of the bank, therefore, question of compliance of the provisions of section 25F, G and H of the Act does not arise. It is pleaded that occasionally he was engaged for doing some job of purely casual in nature. That engagement cannot be construed that he was appointed in the bank as a Sorter-cum-Messenger. It was claimed that he is not entitled to any

relief muchless relief of reinstatement in service with continuity and full back wages.

4. Workman opted not to come forward to establish facts pleaded by him in his claim statement. Management has examined Shri Indra Singh Kaler, Chief Manager, Circle Stationery Department, State Bank of India, Faridabad, Haryana to substantiate its stand. No other witness was examined in the case.

5. Arguments were heard at the bar. Shri J.N.Kapoor, authorized representative, presented facts on behalf of the workman. Shri J.Buther, authorized representative, advanced arguments on behalf of the management. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

6. Shri Indra Singh Kaler deposed that the claimant was never appointed as Sorter-cum-Messenger in the bank. There was no question of paying him on daily wage basis. The bank has its own recruitment procedure for making appointments. Claimant was never recruited in accordance with the recruitment procedure of the bank. He projects that he has not worked for 250 days in 1999, 252 days in 2000 and 245 days in 2001, as claimed by him. He unfolds that since the claimant was never appointed in the service of the bank, no question arises to pay him @ Rs. 50 per day. He never marked his attendance. Occasionally he was engaged on casual basis for odd jobs of purely casual in nature. His claim that his services were terminated on 15-10-2001 is false. He denies that the claimant had rendered continuous service of more than 240 days in a calendar year. He denied that he rendered continuous service as Sorter-cum-Messenger for a period of 747 days from 1999 to 2001. He asserts that the claimant was paid labour charges for the casual work performed vide documents Ex.MWI/1 to Ex. MWI/4.

7. Out of facts projected by Shri Kaler, it Came to light that the claimant was never engaged as Sorter-cum-Messenger by the Bank. It has not emerged over the record that Suraj Singh rendered continuous service of 250 days in 1999, 252 days in 2000 and 245 days in 2001. Onus was on the workman to establish that he rendered continuous service for more than 240 days in a calendar year. Not to talk of discharging the onus resting on him, workman opted not to enter the witness box. Under these circumstances it became crystal clear that the workman has failed to establish that he was employed as Sorter-cum-Messenger by the management Bank.

8. No evidence worth name came over the record to suggest that the workman rendered continuous service of more than 240 days in a calendar year as contemplated by Section 25-B of the Act. Consequently provisions of Section 25F, 25G and 25H of the Act never came into operation, in this case. On the other hand Shri Kaler proved

that the workman worked with the bank for a few days in April, May, June and one day in July, 2000, for which he moved written applications for payment of his wages. Those applications are proved as Ex.MWI/1 to Ex.MWI/4. Out of the contents of these applications, it came to light that the claimant worked as a casual labour with the management for 3 days in April, 4 days in May, 4 days in June and one day in July, 2000, for which his payments were released. These facts bring it over the record that the claimant had not rendered 240 days continuous service with the management bank in a calendar year, to claim benefits of an industrial employee.

9. An employee, who was made to perform casual work for a few days cannot claim himself to be a regular employee of the Bank. Burden of proof was there on the workman to establish that he rendered continuous service for 240 days in a calendar year. This burden was not discharged by him. Consequently, it has come over the record that he was not an industrial employee, working with the management bank. In such a situation provisions of the Act does not come to his rescue. Law to this effect was laid in Kishore Chander Samuel (2006 LLR 65 SC) Rakesh Kumar (2006 LLR 1144) Shamal Chand Bhowmik (2006(1) SCC 337) and Gangaben Laljibhai (2006 VI AD (SC) 31).

10. In view of the reasons referred above, it is evident that the claimant was not appointed by the management bank as Sorter-cum-Messenger. In such a situation question of terminating his services does not arise. Non- engagement of the services of Suraj Singh by the management bank, when there was no work for him nowhere comes in the arena of unjustifiability and illegality. The management bank was within its rights not to engage Suraj Singh, for casual jobs any further. Suraj Singh is not entitled to any relief of whatsoever nature. The reference is answered accordingly. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated: 11-8-2009

नई दिल्ली, 26 अगस्त, 2009

का.आ. 2650.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थ वेस्ट रेलवे एवं श्री राजेन्द्र कुमार के बीच निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण एवं श्रम न्यायालय अजमेर द्वारा पारित पंचाट दिनांक 28-11-2002 में दिनांक 5-3-93 के स्थान पर 5-2-93 पढा जाये संदर्भ संख्या 16/99 के संशोधन को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2009 को प्राप्त हुआ था।

[सं. एल-41012/145/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th August, 2009

S.O. 2650.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Corrigendum in r/o Ref. No. 16/99 of Industrial Tribunal-Cum-Labour Court, Ajmer (Raj) stating that in the award passed on 28-11-2002 the date 5-3-93 may be read as 5-2-93, in respect of industrial dispute between the management of North West Railway and Shri Rajendra Kumar, received by the Central Government on 26-8-2009.

[No. L-41012/145/99-IR(B-I)]

AJAY KUMAR, Desk Officer

अनुबंध

श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण, अजमेर

प्रकरण संख्या सी.आई.टी.आर. 16/99

प्रार्थी प्रतिनिधि उपस्थित अप्रार्थी अधिवक्ता उपस्थित उभय पक्ष को प्रार्थी के प्रार्थना पत्र दिनांक 23-12-2008 पर सुना गया पत्रावली का अवलोकन किया प्रार्थी के प्रार्थना पत्र में अंकित विवादित तिथि 5-2-93 के स्थान पर 5-3-93 अवार्ड दिनांक 28-11-2002 में अंकित है जबकि वास्तविक तिथि 5-2-93 सेवा मुक्ति की है जो टंकण त्रुटि से 5-3-93 टंकित हुई है।

उक्त अवार्ड के विरुद्ध अप्रार्थी पक्ष में माननीय उच्च न्यायालय एकल/खंड पीठ जयपुर में SB Civil Write petition No. 1247/03 प्रस्तुत करी थी जिसमें माननीय न्यायालय के award दिनांक 28-11-2002 को "विधि की समस्त अपेक्षित अपेक्षाओं को पूर्ण करते हुए पारित किया गया है हस्तक्षेप करने की "मैं कोई आवश्यकता नहीं समझता हूँ" वर्णित कर यथावत रखा है।

उक्त award का Notification दिनांक 24-1-03 को केन्द्र सरकार श्रम मंत्रालय द्वारा भी किया जा चुका है।

प्रार्थी पक्ष ने इस न्यायालय में CLCC 3/08 वास्ते अप्रार्थी से अवार्ड के अनुसार क्लेम प्राप्त करने हेतु, प्रस्तुत कर रखा है।

उभय पक्ष के सुनने व पत्रावली के अवलोकन से स्पष्ट है कि टंकण त्रुटि से Removal of service दिनांक 5-2-93 के स्थान पर 5-3-93 टंकित हो गया है।

प्रार्थी ने प्रस्तुत क्लेम में तथा अप्रार्थी ने क्लेम के जबाब व प्रार्थी राजेन्द्र की साक्ष्य में प्रस्तुत शपथ पत्र में सेवा मुक्ति दिनांक 5-2-93 को ही स्वीकार किया है। अतः 5-3-93 के स्थान पर 5-2-93 संशोधित किया जाना न्यायसंगत है प्रार्थना पत्र स्वीकार किया जाता है। निम्न संशोधन प्रकाशनार्थ केन्द्र सरकार को भेजा जावे।

C. I. T. R. No. 16/99 उनवान राजेन्द्र कुमार बनाम पश्चिम रेलवे, अजमेर में पारित अवार्ड दिनांक 28-11-02 में तारीख 5-3-93 को 5-2-93 पढ़ा जावे।

उपरोक्तानुसार अवार्ड में संशोधन लाल स्याही से किया जावे।
मिसिल फैसल शुमार होकर दाखिल दफ्तर हो।

ह./

न्यायाधीश

नई दिल्ली, 26 अगस्त, 2009

का.आ. 2651.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 153/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2009 को प्राप्त हुआ था।

[सं. एल-12012/57/96-आई आर (बी I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th August, 2009

S.O. 2651.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 153/97) of the Central Government Industrial Tribunal-Cum-Labour Court-I, Chandigarh as shown in the Annexure in the industrial dispute between the management of State Bank of Patiala and their workmen, received by the Central Government on 26-8-2009.

[No. L-12012/57/96-IR(13-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT 1, CHANDIGARH**

Case I.D.No. 153/97

The Deputy General Secretary, All India State Bank of Patiala Staff Federation, C/o 307, Housing Board, Jind.

....Applicant

Versus

The General Manager, State Bank of Patiala, The Mall, Patiala.

...Respondent

APPEARANCES

For the Workman : Sh. Raj Kaushik

For the Management : Sh. N. K. Zakhmi

AWARD

Passed on : 17-8-09

Government of India vide Notification No. L-12012/57/96-IR (B-I) dated 16-7-97, by exercising its powers under Section 10 of the Industrial Dispute Act (herein referred as an Act), referred the following industrial dispute to this Tribunal for adjudication.

“Whether the action of the management of State Bank of Patiala, Patiala in imposing punishment on Sh. Shyam Lal Mehta, Cashier-cum-Clerk of Bhiwani Branch i.e. (1) Reversion of Sh. Mehta from Clerical to Subordinate (2) to effect the recovery and (3) to stop 4 annual grade increments with future effect, is just and legal? If not, to what relief the workman is entitled to?”

The facts of the claim are that the workman was awarded three punishments by the disciplinary authority on the basis of inquiry report submitted by the enquiry officer after conducting the detailed inquiry. The punishments were :—

1. Reversion of the workman from Clerical to Subordinate,
2. Recovery of the amount which he has received during the period he had worked as a clerk, and
3. To stop four annual grade increments with future affect.

As stated earlier, three punishments were imposed by the disciplinary authority after inquiry conducted on the basis of charge-sheet issued to the workman on the facts that the workman obtained his promotion from subordinate to clerical grade on the basis of false and fabricated matriculation certificate.

The workman challenged the inquiry and punishments in his claim petition on the ground of violation of principle of natural justice. It is also contended by the workman that the punishment is disproportionate to the misconduct, if any.

The management of bank justified his action on the ground that the lesser punishments were given by the disciplinary authority on the basis of inquiry report given by the enquiry officer after conducting a fair and proper inquiry.

The issue regarding the genuineness of inquiry has been decided by this Tribunal vide order dated 09-02-2009. In the order dated 09-02-2009, it was held by this Tribunal, on the genuineness of the inquiry that the inquiry was conducted in a fair and proper manner and there has been no violation of any rule of principle of natural justice. The question of decision making (perversity in evaluation of evidence, if any) was call upon for the parties to prove.

Both of the parties were asked to adduced evidence on the perversity in decision making, if any, and the quantum of punishment. No evidence was adduced by any of the parties.

I have gone through inquiry report, inquiry proceedings and the proceeding held by the disciplinary authority and the appellate authority.

The main contention of the workman is that there has been violation of principle of natural justice by the disciplinary authority because after receiving the inquiry report, disciplinary authority without affording the opportunity of being heard concur the findings of the enquiry officer and awarded the punishment to the workman. The workman has relied upon the judgment of Supreme Court of India published in 1994(1) Recent Services Judgment 443, Managing Director, ECIL, Hyderabad Vs. B. Karunakar.

The workman has relied on Paras 9 and 27 of the judgment. I have gone through not only Para No.9 and 27 but entire judgment. This case was related to ECIL, Hyderabad, having the different rules than that of State Bank of Patiala. Instead of it, ratio of the judgment is equally applicable on the issue of violation of principle of natural justice. In this judgment the consequences of non-supplying of inquiry report and the procedure to be adopted by the disciplinary authority before awarding the punishment are given. In the instant case the copy of inquiry report was provided to the workman along with the show cause notice. On the plain reading of show cause notice, it is evident that the disciplinary authority passed an order that he concurred the finding of enquiry officer, and thereafter, provided the opportunity to the workman to reply the inquiry report. Proposed punishments were also mentioned in show cause notice. It means even after concurring the finding of the enquiry officer, it was open to the disciplinary authority to take any decision on the inquiry report. After perusing the reply of workman on show cause notice, the disciplinary authority was at liberty to discharge the notice given to the workman and ordered him to scot free from the charges. He could have altered the punishment proposed in the show-cause notice, if the workman had satisfied the disciplinary authority that the proposed punishment is not proportionate to the misconduct.

It is the requirement of rules of department that the disciplinary authority has to concurred the finding and issue the show cause notice with proposed punishments. It does not mean that disciplinary authority has no power on presentation of the workman, but to award the punishments proposed in the show cause notice. Discretion of the disciplinary authority was open to be exercised even after receiving the representation of the workman on show cause notice. Thus, no prejudice was caused to the workman by just writing one sentence

regarding the concurring to finding or the enquiry officer in show cause notice. In the judgment relied upon by the workman in Para No. 30 Clause V it has been held by the Supreme Court.

“The next question to be answered is what the effect on the order of punishment when the report of the Enquiry Officer is not furnished to the employee and what relief should be granted to him in such cases. The answer to this question has to be relative to the punishment awarded. When the employee is dismissed or removed from service and the inquiry is set aside because the report is not furnished to him, in some cases the non-furnishing of the report may have prejudiced him gravely while in other cases it may have made no difference to the ultimate punishment awarded to him. Hence, to direct reinstatement of the employee with back-wages in all cases is to reduce the rules of justice to a mechanical ritual. The theory of reasonable opportunity and the principles of natural justice have been evolved to uphold the rule of law and to assist the individual to vindicate his just rights. They are not incantations to be invoked nor rites to be performed on all and sundry occasions. Whether in fact, prejudice has been caused to the employee or not on account of the denial to him of the report, has to be considered on the facts and circumstances of each case. Where, therefore, even after the furnishing of the report, no different consequence would have followed, it would be a perversion of justice to permit the employee to resume duty and to get all the consequential benefits. It amounts to rewarding the dishonest and the guilty and thus to stretching the concept of justice to illogical and exasperating limits. It amounts to an “unnatural expansion of natural justice” which in itself is antithetical to justice”.

The court further held :

“Hence, in all cases where the enquiry officer’s report is not furnished to the delinquent employee in the disciplinary proceedings, the Courts and Tribunals should cause the copy of the report to be furnished to the aggrieved employee if he has not already secured it before coming to the Court/Tribunal, and give the employee an opportunity to show how his or her case was prejudiced because of the non-supply of the report. If after hearing the parties, the Court/Tribunal comes to the conclusion that the non-supply of the report would have made no difference to the ultimate findings and the punishment given, the Court/Tribunal should not interfere with the order of punishment. The Court/Tribunal should not mechanically set aside the order of punishment on the ground that the report was not furnished as is regrettably being done at present. The Courts should avoid resorting to short-cuts. Since it is the Courts/Tribunal which will apply their judicial mind to the question and given their reasons for setting aside the order of punishment, (and not any internal appellate or revisional authority), there

would be neither a breach of the principles of natural justice nor a denial of the reasonable opportunity. It is only if the Court/Tribunal finds that the furnishing of the report would have made a difference to the result in the case that it should set aside the order of punishment. Where after following the above procedure, the Courts/Tribunal sets aside the order of punishment, the proper relief that should be granted is to direct reinstatement of the employee with liberty to the authority/management to proceed with the inquiry, by placing the employee under suspension and continuing the inquiry from the stage of furnishing him with the report. The question whether the employee would be entitled to the back-wages and other benefits from the date of his dismissal to the date of his reinstatement if ultimately ordered, should invariably be left to be decided by the authority concerned according to law, after the culmination of the proceedings and depending on the final outcome. If the employee succeeds in the fresh inquiry and is directed to be reinstated, the authority should be at liberty to decide according to law how it will treat the period from the date of dismissal till the reinstatement and to what benefits, if any and the extent of the benefits, he will be entitled. The reinstatement made as a result of the setting aside or the inquiry for failure to furnish the report, should be treated as a reinstatement for the purpose of holding the fresh inquiry from the stage of furnishing the report and no more, where such fresh inquiry is held. That will also be the correct position in law”.

It means that when the issue regarding violation of principle of natural justice is raised by the workman the Tribunal has to see the prejudice caused to the workman for violation of any of his rights to which he termed to violation of principle of natural justice?

In this case, as stated earlier that no prejudice was caused to him and proper and adequate opportunity of hearing was afforded before awarding the punishment. Thus, the decision making process of disciplinary authority doesn’t suffer with any illegality on plea of workman on violation of principle of natural justice.

The next question to answer is whether the punishment awarded by the disciplinary authority to the workman is adequate and proportionate to the misconduct? As stated earlier, the workman was guilty of getting this promotion on forged and fraudulent matriculation certificate. For this misconduct he was awarded three punishments as mentioned above. The punishment No. 1 and 3 seems to be the proportionate punishment with the committed misconduct. But the punishment No.2 regarding the recovery of wages from the workman is not justified and seems to be the punishment which is not proportionate to the committed misconduct. The workman was promoted to the clerical grade. He worked as a Clerk and was given the wages of Clerk. It is true that he was

promoted to the Clerical grade on the basis of forged and fabricated matriculation certificate, but the wages are linked with the working of a workman in particular cadre. The workman worked as a Clerk and as such it had close nexus with the getting of wages. Even after the promotion to the Clerical grade was given on a forged and fabricated document, the workman cannot be denied the wages for the work he discharged as a Clerk. Thus, the recovery of amount of wages is illegal. Accordingly, it is directed that if the entire amount has not been recovered, the recovery shall be stopped at once and the amount which has already been recovered shall be returned to the workman along with 7% interest per annum from the date of recovery till the final payment.

Accordingly, this reference is answered that a fair and proper inquiry was conducted by the enquiry officer. There was no violation of principle of natural justice. Punishment No. 1 and 3 awarded to the workman are proportionate to the misconduct, whereas, punishment No. 2 is void. The wages cannot be recovered from the workman because actually he has worked as a Clerk. If the entire amount has not been recovered, the recovery is stopped. However, if the entire amount has been recovered or it has recovered in part, the management of the bank is directed to return the same within one month from the date of publication of the award along with 7% interest from the date of deduction of the amount till final payment. Let Central Government be informed for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 26 अगस्त, 2009

का.आ. 2652.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1306/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2009 को प्राप्त हुआ था।

[सं. एल-12012/149/2006-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th August, 2009

S.O. 2652.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1306/2007) of the Central Government Industrial Tribunal-Cum-Labour Court-I, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 26-8-2009.

[No. L-12012/149/2006-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

Case I.D.No. 1306/2007

The President, State Bank of India, SBI SC/ST
Employees' Association, H. No. 3086, Sector-44-D,
Chandigarh.

...Applicant

Versus

The Deputy General Manager, State Bank of India,
Module-II, Z.O. (Pb.), Ludhiana (Punjab)

....Respondent

APPEARANCES

For the Workman : None.

For the Management : Shri Ashok Kumar
Khullar.

AWARD

Passed on : 12-8-09

The Central Government vide Notification No. L-12012/149/2006-IR (B-I) dated 8-2-2007, has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of State Bank of India, Ludhiana in imposing the penalty of lowering two stages down in pay of Sh. T. P. Singh is illegal and unjustified? If so, to what relief the concerned workman is entitled to and from which date?"

2. Case repeatedly called. None appeared for the workman. The reference was referred by the Central Government in 2007 and already two years old. It appeared that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned as such to the Central Government for want of prosecution. The Central Government be informed. File be consigned.

Chandigarh.

12-8-2009

G. K. SHARMA, Presiding Officer

नई दिल्ली, 26 अगस्त, 2009

का.आ. 2653.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्दन रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध

में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1223/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2009 को प्राप्त हुआ था।

[सं. एल-41011/5/2005-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th August, 2009

S.O. 2653.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1223/2005) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Northern Railway and their workmen, received by the Central Government on 26-8-2009.

[No. L-41011/5/2005-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, 1, CHANDIGARH**

Case I.D.No. 1223/2005

The Secretary, Uttar Railway Karamchari Union, EF-430, Krishna Nagar, M. G. Road, Jalandhar, Punjab.

.....Applicant

Versus

The General Manager, Northern Railway, Baroda House, New Delhi

.....Respondent

APPEARANCES

For the Workman : None

For the Management : None.

AWARD

Passed on : 10-8-09

The Central Government vide Notification No. L-41011/5/2005-IR (B-I), dated 21-11-2005, has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Northern Railway, represented through General Manager, Northern Railway, Baroda House, New Delhi in not treating the Employees Cooperative Store Jalandhar at par with other employees of Northern Railway and also by not giving benefits of the wages at par with

other employees of Northern Railway perporting same or similar nature of duties was fair, legal and unjustified? If not, to what relief they are entitled to and from which date ?”

2. Case repeatedly called. None appeared for the parties despite notice. This reference was referred by the Central Government in the year 2005 and already four years old. It appeared that workman is not interested to pursue with the present reference. In view of the above the present reference is returned as such to the Central Government for want of prosecution. Central Government be informed. File be consigned to record.

Chandigarh.

10-8-2009

G. K. SHARMA, Presiding Officer

नई दिल्ली, 27 अगस्त, 2009

का.आ. 2654.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 48/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-2009 को प्राप्त हुआ था।

[सं. एल-22012/347/1992-आई आर (सी-11)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th August, 2009

S.O. 2654.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/93) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on 27-8-2009.

[No. L-22012/347/1992-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/48/93

Presiding Officer : Shri Mohd. Shakir Hasan

General Secretary,
M.P.K.K.M.P.(HMS),
PO Junnardeo,
Distt. Chhindwara (MP)

.....Workman/Union

Versus

Manager,
Damua Colliery,
WCL, PO Damua,
Distt. Chhindwara (MP)

....Management

AWARD

Passed on this 17th day of August, 2009

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/347/92-IR. (C-II) dated 23-2-73 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Damua Colliery of W.C. Ltd., Kanhan Area, PO Damua, Distt. Chhindwara, in dismissing Shri Santoo S/o Dhondoo, Badli Tub Loader/Temp. D.P.R. from services w.e.f. 1-4-88 is justified? If not, to what relief the worker is entitled to?”

2. The case of the workman in short is that the workman was Tub Loader and had a clean service of 15 years. It is stated that he was never served with chargesheet rather enquiry letters were given on 12-2-88 and 13-2-88. As such, he failed to defend himself. It is alleged that his L.T.I. was taken on papers without disclosing the contents of the same as he was illiterate adivasi. It is stated that ex-parte proceeding was conducted and thereafter he was dismissed w.e.f. 1-4-88. The dismissal order was not served rather orally he was stopped from work. It is submitted that the act of the management was illegal and in view to minimise the surplus workman. It is stated that he is entitled for reinstatement with back wages with costs.

3. The management appeared and filed Written Statement in the case. The contention of the management is that the workman Shri Santoo was enlisted as a Badli Tub Loader (Daily Piece rated) worker at Damua Colliery of the employers on 15-12-1984. The badly Tub Loader is to meet the exigencies of work specially when the regular/permanent workers are temporarily absent from work either due to leave or other unforeseen reasons. The workman was supposed to report every day but he was very irregular in his attendance but from March 1985, he was continuously absent. He was served with chargesheet on 9-2-88 for a period of three years of his absence and directed to submit explanation. He did not submit his explanation. Again further opportunity was given to appear and defend himself in the departmental proceeding. Shri Santoo appeared before the enquiry officer and sought time which was granted. On the next date, he again appeared and sought time that his co-worker was not available. Thereafter he did not appear in the proceeding and the Enquiry Officer proceeded ex parte and held enquiry. The Enquiry Officer after considering the oral and documentary evidence adduced before him found that the workman was fit to be dismissed and his name was fit to be struck off. The Manager, Damua Colliery after considering the enquiry report arrived at the conclusion that the charges had been

proved beyond doubt obtained approval from Competent Authority and dismissed him w.e.f. 1-4-88. Shri Santoo did not file any appeal against the dismissal order. It is submitted that the action of the management was justified and lawful.

4. The workman/applicant absented in this proceeding. The predecessor's Court gave ample opportunity and lastly proceeded ex-parte on 3-6-08 against the workman.

5. The point for consideration is as to whether the departmental enquiry conducted against the workman was legal and proper?

6. To prove the case the management has adduced oral and documentary evidence. The workman has not adduced any evidence. Shri I. P. Bannerjee was Personnel Manager of Damua. He has stated that he was appointed as Enquiry Officer and the chargesheet was served on the workman Shri Santoo on his unauthorized absence which is marked as Exhibit M/1. His memo of appointment is marked as Exhibit-M/2. He has further stated that the detailed departmental enquiry was set up and again the chargesheet was served on the workman which is marked as Exhibit M/3. He fixed the date of enquiry. On that day, the workman filed an application seeking time which is marked as Exhibit M/4. The date of enquiry was adjourned to 5-3-68. On that day again the workman appeared and sought for time which was granted. M/5.1 and M/5.2 are the proceedings of the two dates. He has stated that thereafter the workman did not participated in the proceeding and after perusing the oral evidence and document submitted enquiry report which is marked as Exhibit-7. Thereafter the Manager on approval passed the order of dismissal w.e.f. 1-4-88 which is marked as Exhibit M/8. He has been cross examined but there is nothing to disbelieve his evidence. It is also clear that there is no illegality in the proceeding and the principle of natural justice was followed. This issue is answered in favour of the management.

7. The another important point is as to whether the punishment was just and proper or not?

8. It is not out of place to say that the workman was Badli Tub Loader and the management was at liberty to strike off his name from the list of the colliery without any notice but even then, the management gave reasonable opportunity to defend the workman. He became absent even in this proceeding and therefore in absence of the workman, it appears that there is no need to interfere in the order of dismissal. This issue is also answered in favour of the management.

9. In the result, the award is passed ex parte against the workman and in favour of the management without costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 27 अगस्त, 2009

का.आ. 2655.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एफ.सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, न. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 20/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-2009 को प्राप्त हुआ था।

[सं. एल-22012(432)/एफ/1990-आईआर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th August, 2009

S.O. 2655.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/91) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 27-8-2009.

[No. L-22012(432)/F/1990-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I. D. No. 20/91

Smt. Asha, W/o Shri Vishnu Dass,
Backside T.B. Hospital,
Gali Mohammad Khan,
New Abadi,
Faridkot (Pb.)-151203

... Applicant

Versus

1. Senior Regional Manager,
Food Corporation of India,
Regional Office, Punjab, Sector-34,
Chandigarh.

2. The District Manager,
Food Corporation of India,
Harinder Nagar,
Faridkot (Pb.)-151203.

... Respondent

APPEARANCES

For the Workman : Shri Arun Kumar Batra,
Advocate

For the Management : Shri Ravi Kant Sharma
Advocate

AWARD

Passed on 17-8-2009

This unfortunate reference came before this Tribunal for award after 18½ years from referring the reference by the Central Government. I am dictating it to be the unfortunate reference because it was infected with the infectious disease of delay in adjudication. Reasons may be many, it may be due to the court lying vacant for the substantial period of time or so many other reasons but the ultimate sufferer had been the workman who is a lady, which is still considered as the deprived class of the Indian society.

The Government of India vide Notification No. L-22012(432)/F/90-IR(C-II) dated 25-2-1991 by exercising its powers under Section 10 of the Industrial Disputes Act (hereinafter referred as the Act) referred the following Industrial dispute for adjudication of this Tribunal :—

“Whether the demand of the workman Smt. Asha W/o Shri Vishnu Dass for his employment as Typist with the management of FCI, Dist. Manager, Dist. Office, Harinder Nagar, Faridkot, w.e.f. 16-3-88 is just reasonable and legal? If yes, what relief the workman is entitled to and from what date?”

The contention of the workman as is clear from the averments of statement of claim is that she was appointed as a Typist by Food Corporation of India, Faridkot on 31-12-1984 at the daily wages of Rs. 28. She was made to work under the immediate employer of Industrial Securities and Allied Services (Registered), Kapurthala from 20-10-1986 illegally because she was directly serving the Food Corporation of India and was getting the wages directly from the Food Corporation of India. It was further contended by the workman that she throughout the period worked with the management and was under the administrative control of the Food Corporation of India. Her juniors were retained in the services, whereas, her services were terminated against the provisions of the Act. No notice or retrenchment compensation was given to her, which makes her termination illegal and void, being against the provisions of the Act. On the basis of above facts, the workman has requested for an order for her reinstatement into the services with full back wages and other consequential benefits.

The management of Food Corporation of India contested the claim of the workman by filing written statement. It was alleged by the management of Food Corporation of India that the workman was engaged with the Food Corporation of India on 20-10-1986 through the Industrial Security and Allied Services, (the ISAS in short). She was not directly appointed by the Food Corporation of India, and accordingly, there was no employer-employee relationship. The management has denied the payment of any wages between 31-12-1984 to 20-10-1986. It was further contended by the management of Food Corporation of India that as the services of the workman were provided through the contractor, there was no question of termination of the services of the workman by the Food Corporation of India.

Both of the parties were afforded opportunity for adducing evidence. Smt. Asha filed the affidavit and she

was cross-examined by learned counsel for the management. On the other hand Shri B.M. Khosla, filed the affidavit on behalf of the management and he was cross-examined by learned counsel for the workman.

Parties also preferred to file the documentary evidence. The photo copies of payment of wages for the year 1984 and 1985 have been filed by Smt. Asha, workman along with the office order. The management has filed the relevant documents regarding the payment of wages to the workman by FCI through the Director ISAS. These documents include, Sanction Order, License, Payment of wages to the Director ISAS, Attendance marked by the ISAS and verified by the officer of the Food Corporation of India for the payment of wages. Smt. Asha, the workman has also filed an award passed in ID No. 7 of 1992 Smt. Rajwant Kaur Versus DM, FCI, dated 20-12-1999. The certified copies of evidence adduced and filed in ID No. 7 of 1992 have also been filed by the workman.

I have heard learned counsel for the parties at length. I have also perused the entire materials on record. The main issue for adjudication before this Tribunal is whether Smt. Asha, the workman was appointed directly by the management of Food Corporation of India and there existed a relationship of employee-employer between the Smt. Asha and management of Food Corporation of India?

First of all it will be proper to mention the condition under which it can be said that a relationship of employer-employee between the parties. In the instant reference, the workman has challenged the nature of contractual appointment made through the Director of ISAS. The workman has further contended that the contract in between the contractor and the management of Food Corporation of India is camouflage and shame. This contention of the workman provided the opportunity to the Tribunal to discuss the circumstances under which a contract can be declared as camouflage and sham. In GM, ONGC, Silcher Versus ONGC Contract Workers Union, 2008-LLR-801, Hon'ble Supreme Court of India has laid down the criteria to establish the direct employee-employer relationship between the workman and the management of any organization. If we apply the ratio of judgment in GM, ONGC Silcher's case (supra) the workman has to prove the following facts to establish the employee-employer relationship :—

1. That there existed a relationship of master and servant.
2. That there was no contractor appointed by the management of Food Corporation of India.
3. That the management of Food Corporation of India used to supervise the alleged work assigned to the workman.
4. That the management of Food Corporation of India took disciplinary action, if any, and calls for the explanation of the workman.
5. That the workman was paid wages by the management of Food Corporation of India directly and not through the contractor.

6. At the cost of repetition, the wages were paid directly to the workman by the management of Food Corporation of India and the Acquaintance Rolls were prepared by the management of Food Corporation of India to make the payment to the workman.

If the above mentioned facts are applied to the instant case, it is evidently clear that workman has contended that she had worked with the Food Corporation of India directly from 31-12-1984 to 16-3-1988 when her services were terminated by Food Corporation of India. On the other hand, the Food Corporation of India has denied any relationship with the workman from 31-12-1984 to 20-10-1986, but contended that the workman worked with the Food Corporation of India from 20-10-1986 and her services were provided by the Director ISAS. The documents filed by the workman prove that she worked with the Food Corporation of India in the year 1984 and 1985 as well. No doubt, zerox copies have been filed by the workman, but the same shall be relied by this Tribunal on account of failure of management to file the originals.

The contention of the management in written statement and affidavit filed by the witnesses of the management is the same that workman had not worked with Food Corporation of India before 20-10-1986, but the genuineness of these documents filed by the workman has not been challenged. It is no where the contention of the management of Food Corporation of India that these documents are forged or otherwise prepared and filed some other documents bearing the signatures of Assistant Manager for District Manager, FCI, Faridkot have been filed.

It will be proper to discuss the nature of documents filed and relied by the workman. The documents are in two sets. One document is the amount of money to be paid to Smt. Asha, Typist C/o Kalra Commercial College and another is order of payment which was made good to Smt. Asha. The language of the order of payment is as follows :—

"Sanction of the District Manager is hereby conveyed for payment of Rs. 399.00 (Rupees Three hundred ninety-nine only) in favour of Smt. Asha C/o Kalra Commercial College, Faridkot, on account of Typing work as per the detail enclosed. The typing work done with effect from 1-9-85 to 30-9-85."

Likewise, there are several sets, which show the typing work of workman with management of Food Corporation of India and payment of wages. In the order passed by the District Manager for the payment of wages, it is nowhere mentioned that Smt. Asha is an employee of Kalra Commercial College, Faridkot. It is only mentioned that a certain amount is paid to Smt. Asha C/o Kalra Commercial College, Faridkot. Moreover, these documents have not to be interpreted and considered in isolation. These are certain certificates issued by the Assistant Manager for District Manager Food Corporation of India, Faridkot. The language of all the certificates is the same, I

am quoting the language of one certificate which was issued for the month of July 1987 :—

“Certified that Smt. Asha, casual typist, has attended the typing work of QC Section during the month of July 87 except on 11th, 12th, 19th, 20th, 26th and 27th July 1987.”

This certificate, as stated earlier has been signed by the Assistant Manager. There are several certificates of different period. Again, the payment order and these certificates are not to be considered in isolation. Here is an order passed by the Assistant Manager for District Manager, Food Corporation of India, District Office, Faridkot dated 9-4-87. The file No. in which the order No. is passed is E.5 (Lab)/FDK/QC-87/395 dated 9-4-87. The genuineness of this zerox order has not been challenged by the Food Corporation of India but originals have not been filed. Thus, there is no occasion for this Tribunal not to rely this document and to reads their content. The contents of the letter are as follows:—

“THE FOOD CORPORATION OF INDIA

DISTRICT OFFICE, FARIDKOT

FILE No. E.5 (Lab)/FDK/QC-87/395 Dated 9-4-87

On dt. 4-4-87, the District Manager was requested to post 1 (One) typist in QC Section as QC work was suffering a lot due to an efficient typist.

Our worthy District Manager advised me to ask Mrs. Asha to work in QC Section w.e.f. in the AN of 4-4-87 and she will continue only in QC Section.

The message of District Manager was conveyed to the AM (Movt.) verbally and AM (Movt.) verbally retrieved/asked Mrs. Asha to work in QC Section. Therefore, Mrs. Asha is and will be working as typist in QC Section only.

Sd/-9-4-87

Asstt. Manager (QC)

For FCI Distt. Office,

Faridkot

To

Asstt. Manager (Admn.)

FCI Local”

All the three documents mentioned above if taken altogether, it is established that the workman, Smt. Asha was directly engaged by the Food Corporation of India. She was paid wages directly upto 20-10-86 by the order passed by the Assistant Manager, Food Corporation of India. For the making of payment good, it was a paper arrangement that firstly she was paid the wages under C/o Kalra Commercial College, Faridkot, whereas, it has nowhere been established by the Food Corporation of India that the services of the workman were provided to the Food Corporation of India by Kalra Commercial College, Faridkot. Thus, for all purposes the workman was employed by the Food Corporation of India and not that of the Kalra Commercial College, Faridkot. Accordingly, there was a master-servant relationship between the two. It is also established by the certificates, order of payment and order passed by the management dated 9-4-87 that she was also under the administrative control of the Food

Corporation of India. Accordingly, this Tribunal has no hesitation to hold that there existed employer-employee relationship between the workman and the Food Corporation of India. A paper arrangement was made by the Food Corporation of India for the purposes of making the payment good to the workman, whereas, there was no contract to provide the services of the workman to Food Corporation of India. This paper arrangement was made for the period of 31-12-84 to 20-10-86 through the Kalra Commercial College, Faridkot and from 20-10-86 till the date of termination of the services of the workman through the Director ISAS. As stated earlier, it is not established that for the period from 31-12-84 to 20-10-86, the services of the workman were provided through Kalra Commercial College, Faridkot and accordingly, there was no contract or contractor involved during this period. For the rest of the period i.e. after 20-10-86, I am also of the view that it was a paper arrangement and in fact the services of the workman were continued to be taken directly by the management of Food Corporation of India for all purposes. The workman was working directly for the Food Corporation of India and her termination was made by the Food Corporation of India. Admittedly, the services were terminated without notice, or retrenchment, which made the termination of the workman illegal and void being against the provisions of the Act.

The workman has also relied on the award and some other documents relating to ID No. 7 of 1992, Smt. Rajwant Kaur Versus District Manager, Food Corporation of India, Faridkot. I have gone through the Award passed by this very Tribunal on 6-5-1999 and the other documents filed by the workman. In this award this Tribunal has declared the contract to be sham and camouflage and directed the Food Corporation of India for reinstatement of Smt. Rajwant Kaur with full back wages. She was also awarded the cost of litigation. On account of non implementation of the award, Smt. Rajwant Kaur filed a Writ Petition before the Hon'ble Punjab and Haryana High Court and the Hon'ble Court after hearing both of the parties, directed the Food Corporation of India to reinstate the services of Smt. Rajwant Kaur with full back wages. I have gone through the order passed by Hon'ble High Court in Civil Writ Petition No. 9680 of 2001. In this order Hon'ble High Court had upheld the findings of the Tribunal even in a award dated 20-12-99 passed in ID No. 7 of 1992 declaring the contract as camouflage and sham. Smt. Rajwant Kaur is in service. Thus, two workman namely; Smt. Rajwant Kaur and Smt. Asha were equally placed employee of Food Corporation of India. The differential ties only in pleadings in ID No. 7 of 1992 Smt. Rajwant Kaur Vs. DM, Food Corporation of India, Faridkot, it was contended by the workman that she was appointed through an interview by the Food Corporation of India. It was denied and proved that she was interviewed by the Food Corporation of India, but was not selected, and thereafter, she was appointed on contract. This contract was found by this Tribunal as sham and camouflage. The second difference in pleadings is that Smt. Rajwant Kaur in ID No. 7 of 1992 sought the protection of a Circular letter No. E-I(21)/NZ-1/276, dated

11-8-89 of the Food Corporation of India regarding the regularization of the services of the casual workers engaged prior to 14-5-87 in Punjab Region. This tribunal considered, Smt. Rajwant Kaur as casual labour of Food Corporation of India and directed the Food Corporation of India to give the benefit of this Circular letter and this was upheld by Hon'ble High Court. No doubt, the workman in the instant case has not sought the benefit of this Circular letter but she has requested this Tribunal for reinstatement of her services with full back wages and for ends of justice the benefit of Circular letter should be extended to the workman, if she is otherwise eligible. The ignorance of circular cannot prevent any workman from its benefit. On detailed scrutiny of the files Smt. Rajwant Kaur in ID No. 7 of 1992, I am of the view that these two workmen had similarly and equally placed. This is the reason that at the beginning of this award I have titled this reference as unfortunate. Both of these references should have been disposed off simultaneously but the reference of Smt. Rajwant Kaur was adjudicated in the year 1999 and this Tribunal got the occasion to answer this reference after 10 years.

Apart from the findings given by this Tribunal in ID No. 7 of 1992, which were upheld by Hon'ble High Court of Punjab and Haryana in CWP No. 9680 of 2001, the workman has able to prove that she was appointed by the Food Corporation of India as casual typist and was under the administrative control of the Food Corporation of India. She has also proved that wages were paid to her by the Food Corporation of India and contract, if any, was a camouflage and sham.

Thus, on both of the counts namely ; proved by the workman her status as the casual typist and parity with Rajwanti Kaur, I am of the view that the services of the workman Smt. Asha were illegally terminated by the Food Corporation of India and she is entitled for the relief sought by her. Accordingly, management is directed to reinstate the services of the workman with full back wages within one month from the publication of the award. The management of Food Corporation of India is also directed to give the benefit of Circular Letter No. E-I(21)/NZ-1/2761, dated 11-8-89 to the workman immediately. Let the Central Government be approached for publication of the award, and thereafter, the file be consigned to record room.

G.K.SHARMA, Presiding Officer

नई दिल्ली, 27 अगस्त, 2009

का.आ. 2656.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.ई.सी. एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 90/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-2009 को प्राप्त हुआ था।

[सं. एल-22012/115/1996-आईआर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th August, 2009

S.O. 2656.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 90/97) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 27-8-09.

[No. L-22012/115/1996-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

No. CGIT/LC/R/90/97

Presiding Officer: Shri Mohd. Shakir Hasan

Secretary,
Sanyukta Khadan Mazdoor Sangh,
Chirimiri Area, Post West Chirimiri Colliery,
Distt. Surguja (M.P.) ... Workman /Union

Versus

The Sub Area Manager,
Duman Hill Group of Mines,
Post Sonawani Colliery,
Distt. Surguja (M.P.) ... Management

AWARD

Passed on this 13th day of August, 2009

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/115/96-IR(C-II) dated 18-3-97 has referred the following dispute for adjudication by this tribunal:—

"Whether the action of the management of Chirimiri Area of SECL in dismissing Shri Jai Prasad, General Mazdoor Cat-I from services w.e.f. 15-2-91 is legal and justified? If not, to what relief is the workman entitled?"

2. The workman /Union did not appear in spite of notice. The predecessor's Court proceeded ex parte against him on 20-11-06.

3. The management appeared and filed written statement. The case of the management in short is that the workman was appointed on 2-10-83 as a General Mazdoor. He became absent from duty on several occasion without any reason. The management exonerated his misconduct only to give him opportunity to improve his conduct but he again remained absent unauthorisedly without any intimation, permission or leave. Lastly the workman was served with chargesheet. He gave reply alongwith documents but the same was found unsatisfactory. Thereafter departmental proceeding was initiated against him and Shri S.K. Lahiri, Sr. Executive Engineer was

appointed as Enquiry Officer and Shri R.P. Gupta was Presenting Officer of the management. The Enquiry Officer conducted the proceeding. The workman participated in the proceeding and admitted the charge leveled against him. The Management adduced his evidence. The workman declined to cross-examine the witnesses of the management. He also adduced his evidence in rebuttal. After enquiry proceeding, the Enquiry Officer found the charges proved against the workman and submitted his report before the Disciplinary Authority. The Disciplinary Authority having satisfied that the proceeding was conducted after following the principle of natural justice and the charges were established against the workman and also taking into account his past records, passed the order of termination of the workman. He preferred appeal against the order of termination but the appellate authority found no merit dismissed the same. It is submitted that action of the management in dismissing the workman with effect from 15-2-91 is legal and proper.

4. The only point for consideration is that the action of the management in dismissing the workman w.e.f. 15-2-91 was legal, proper and justified or not?

5. To prove the case, the management has adduced oral and documentary evidence. Shri N.R.Das, who is Personnel Manager in Duman Hill, SECL Chirimiri Area, is examined in the case. He has supported the case of the management. He has stated that the workman was appointed as General Mazdoor at Damian Hill Colliery and he was habitual absentee unauthorisedly without any leave. A charge-sheet was served on him which is marked as Exhibit M/1. The workman gave reply which is Exhibit M/2. The reply was found unsatisfactory as such departmental proceeding was initiated and Enquiry Officer was appointed which is M/3. He has stated that the workman participated in the enquiry and opportunity was provided to defend himself. He has stated that the workman admitted the charges. However the management adduced evidence. The workman also gave his evidence. His enquiry proceeding is marked as Exhibit M/5.

6. The Enquiry Officer found the workman guilty of the charges and submitted his report which is Exhibit M/6. The Competent Authority having satisfied that the charges had been proved against the workman passed the order of termination w.e.f. 15-2-91 which is Exhibit M/8. There is no other evidence in rebuttal of the evidence of the management. There is no reason to disbelieve the evidence of the management. I find that the enquiry was proper and principle of natural justice was followed. Thus the reference is answered in favour of the management.

7. In the result, the award is passed in favour of the management and against the workman without any costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SAHAKIR HASAN, Presiding Officer

नई दिल्ली, 27 अगस्त, 2009

का.आ. 2657.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एफ.सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 60/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-2009 को प्राप्त हुआ था।

[सं. एल-22012/264/2003-आईआर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th August, 2009

S.O. 2657.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India and their workman, which was received by the Central Government on 27-8-09.

[No. L-22012/264/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : N.K. Purohit, Presiding Officer

I.D. No. 60/2004

Ref. No. L-22012/264/2003-(CM-II) dated 23-6-2004

Between

The State Secretary

Bharatiya Khadya Nigam Karmchhari Sangh

5/6, Habibullah Estate

Lucknow

(Espousing Cause of Shri B. B. Lal)

And

The Regional Manager

Food Corporation of India

5/6, Habibullah Estate

Lucknow

AWARD

12-08-2009.

1. By order No. L-22012/264/2003-(CM-II) dated 23-6-2004 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the State Secretary, Bharatiya Khadya Nigam Karmchhari Sangh, 5/6, Habibullah

Estate, Lucknow (Espousing cause of Shri B.B. Lal) and the Regional Manager, Food Corporation of India, 5/6, Habibullah Estate, Lucknow for adjudication.

2. The reference under adjudication is :

"KYA PRABANDHAN BHARTIYA KHADYA NIGAM, LUCKNOW DWARA KARMKAAR SHRI B.B. LAL SERUPAY 33,964 KERECOVERY DANDA ADESH DINANAK 14-1-2003 KE DWARA KIYA JANA NAYAYSANGAT HAI? YADINAH, TO SAMBANDHIT KARMKAAR KIS ANUTOSH KA HAQDAAR HAI?"

3. It is admitted case of the parties that the workman was served upon a charge sheet dated 14-8-2002 under Regulation 60 of the Staff Regulation 1971 for alleged storage loss amounting to Rs. 1,02,975 and was penalized vide impugned order dated 14-1-2003 for recovery of Rs. 33,900 towards alleged storage loss.

4. It has been alleged by the workman's union that the opposite party passed impugned order dated 14-1-2003 without considering the reply dated 29-8-2002 of the workman for the said charge sheet, in as much as the management of FCI violated the provisions of Regulation 60(1) (d) of Staff Regulation 1971 while deciding the charges as its reasons were not supported by cogent evidence. The workman's union has submitted that there is no norm in FCI to decide the justification of storage loss and there are number of factors responsible for storage loss such as moisture content, micro-organisms, longer period of storage, degradation of grain, rodents, pests, birds etc. Further it has been submitted that the quality control wing is responsible for maintenance of quality of food grain and not the workman who had no control over conditions. Accordingly, the workman's union has prayed that the impugned order dated 14-1-2003 be set aside with consequential benefits to the workman concerned.

5. The management of FCI, in its written statement has denied the allegation of the workman's union that it has passed impugned order in violation of any of the provisions of Staff Regulations and has submitted that it conducted the disciplinary proceedings against the workman in bonafide manner and he was given proper opportunity to defend himself, against charges leveled against him, before passing the penalty order dated 14-1-2003 and there is nothing wrong with it; and accordingly, it has prayed that the claim of the workman's union be rejected without any relief to the workman concerned.

6. The workman's union has filed rejoinder whereby it has only reiterated its averments in the statement of claim and has not introduced any new fact.

7. The parties have filed documentary evidence in support of their respective cases. The workman's union examined the workman in support of their case whereas the management did not examine any one in spite of ample opportunity being extended to them which led to ex-parte against the management and next date was fixed for

arguments; and in pursuance thereof the workman filed its written argument.

8. On the date fixed for written submission of the management, the representative of the workman's union filed an application dated 10-8-2009 (W-26) wherein it has been submitted that the workman concerned has been retired on 31-7-2009 and does not want pursue the case. Accordingly, it has been prayed that the present dispute be stood withdrawn, as not pressed and appropriate orders may be passed. The authorised representative of the FCI has also made its endorsement to the effect that he has no objection regarding withdrawal of the case. Subsequently, on 12-8-2009 the workman concerned filed an application dated 12-8-2009 (W-27) wherein he has submitted that the matter under consideration in present industrial dispute has been settled down between the parties, as such, no dispute exists; and accordingly, has prayed that no claim award be passed.

9. In view of the above since the matter in dispute has been settled down between the parties and grievance of the union and workman stand redressed, there is no need to adjudicate on merit of the dispute. There is no grievance left with the workman and the union concerned. Resultantly, no relief is required to be given to the workman concerned and no claim award is passed. The reference under adjudication is answered accordingly.

10. Award as above.

Lucknow
21-8-2009

N.K. PUROHIT, Presiding Officer

नई दिल्ली, 27 अगस्त, 2009

का.आं. 2658.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फेडरल बैंक लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एरनाकुलम के पंचाट (संदर्भ संख्या 33/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-2009 को प्राप्त हुआ था।

[सं. एल-12012/313/2003-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 27th August, 2009

S.O. 2658.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the Management of Federal Bank Ltd. and their workman, received by the Central Government on 27-8-09.

[No. L-12012/313/2003-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, ERNAKULAMPRESENT: SHRI P.L. NORBERT, B.A., LL.B., Presiding
Officer

(Friday the 6th August, 2009/15th Sravana, 1931)

I.D.33/2006

I.D. 6/2004 of State Labour Court, Ernakulam.

Union: The General Secretary,
Federal Bank Employees Union,
P.B. No. 10, Aluva-683101.

By: Adv. Shri Anilkumar

Management : The Chairman,
Federal Bank Ltd.,
Federal Towers, Post Bag No. 103,
Aluva-683101.

By Adv. M/s. B.S. Krishnan Associates.

This case coming up for hearing on 31-7-2009, this
Tribunal-cum-Labour Court on 6-8-2009 passed the
following.

AWARD

This is a reference made under Section 10(1)(d) of
Industrial Disputes Act. The reference is :“Whether the dismissal of service of Shri Jaiju
Cherian by the management of Federal Bank Limited
is legal and justified? If not, what are the reliefs
entitled to the said employee?”

2. The facts of the case in brief are as follows:-
Sri Jaiju Cherian was a Bankman of Puthencruz branch of
Federal Bank Ltd. He was proceeded against by the
management for certain serious misconduct. The allegation
was that he had demanded and compelled a temporary
Bankman of the branch to buy for him liquor almost
everyday, that he had misbehaved to a lady customer,
that he along with some other employees of the bank
borrowed money from customers and that the workman
had failed to pay the bill amounts to a stationery shop
from where stationery items for the bank were purchased
and for which bill amount were received by the workman
from the bank. A charge sheet was issued to the workman
and an enquiry was conducted. He was found guilty of
the charges and was dismissed from service. Though he
filed an appeal he did not succeed.

3. According to the workman the findings of the
Enquiry Officer is based on uncorroborated testimony of
management witnesses. The Disciplinary Authority
imposed the punishment in a mechanical manner without
taking into consideration the clean past record of the
worker. The punishment is shockingly disproportionate

to the charges. The workman is out of employment and
there is no other source of income.

4. According to the management the enquiry
was conducted in full compliance with the principles of
natural justice. The workman was given every opportunity
to cross examine management witnesses and adduce
defence evidence. He was assisted by a defence
representative. The workman fully attended the enquiry.
No defence evidence was adduced though opportunity
was given. The workman was heard regarding findings as
well as punishment. Considering the gravity of the
misconduct the punishment of dismissal was imposed.
The appellate authority did not find any reason to differ
from the opinion of the disciplinary authority. The
conduct of the workman has adversely affected the
interest and reputation of the bank. The punishment is
commensurate with the gravity of the misconduct.

5. In the light of the above contentions the
following points arise for consideration :—

1. Are the findings sustainable?

2. Is the punishment proper?

6. The evidence consists of the Enquiry File, Ext.
M 1 alone

7. **Point No.1:**—The charge sheeted employee was
a Bankman of Puthencruz branch. Six charges are levelled
against him as per Ext. E 1 charge sheet. According to the
workman the management initiated action against him not
on the basis of any complaint but on the basis of
investigation report. The submission is not fully correct.
Ext. ME-2 is the investigation report submitted by the
Senior Manager of the Vigilance Department of the bank
regarding irregularities in the bank. Ext. ME-2 report shows
that M/s. Kuzhivelil Super Bazar had complained to Branch
Manager and matter was reported by the Branch Manager
to the Vigilance Department. Ext. ME-3 is the statement of
temporary Bankman Saju T. John stating that the workman
had demanded liquor from him. The statement is signed
by Saju T. John. Ext. ME-24 is the statement of Smt. Esther
Cherian stating that the workman had received from her
the receipt of gold ornaments pledged when she
approached the bank for redeeming the gold ornaments.
But the receipt was neither returned to her nor to the
concerned officer for releasing the ornaments. Instead she
was shouted at in the presence of customers. Exts ME-31
and 32 are statements given to the Investigating Officer
by a customer of the bank complaining that the workman
and some other employees of the bank had requested for
a loan from him. Ext. ME-29 is the statement of
Sri K.R. Karunan alleging that one of the employees of the
bank had borrowed money from him with the knowledge
of workman. Ext. ME-36 is a complaint of M/s. Kuzhivelil
Super Bazar. Besides, MW2 the Proprietor of M/s
Kuzhivelil Super Bazar was examined in enquiry as MW3.
Though the workman has a contention that the signed
statements were obtained by the vigilance officer during

investigation and they were not given voluntarily by the authors of statements, they are signed statements and none has come forward to deny the statements. It is true that the authors of the statements are not examined. The statements were marked through the Investigating Officer, MW 1. But the authors of the statements being customers of the bank it is not in the interest of the bank to drag them to a domestic enquiry. The position is supported by the decision in *State Bank of India v. Tarun Kumar Banerjee* 2000 Lab. I.C. 3136 (para 6). "A customer of the Bank need not be involved in a domestic enquiry conducted as such a course would not be conducive to proper Banker-Customer relationship and, therefore, would not be in the interest of the Bank". If the worker wanted he could have summoned the authors of the statements and test the authenticity of the statements. However he did not choose to do so or adduced any evidence. Therefore there is no merit in the contention that there was no complaint from any quarters against the workman.

8. The first charge is that the workman was in the habit of collecting money as commission from temporary Bankmen and Sweepers of the branch. He compelled a temporary Bankman Sri. Saju T. John to buy liquor for him almost everyday during 2000-2001. Similar temporary Bankmen were also asked to buy liquor for the workman. Ext. ME3 is a statement given to the Investigating Officer by Saju T. John. He stated that he had worked only for a few days in the branch as temporary bankman. But almost everyday afternoon he was required to buy a quarter bottle of liquor for the workman. Exts. ME-4 to 23 are vouchers showing wages received by Saju T. John from the bank. It is contended by the workman that unless himself and Saju T. John worked together there was no occasion for demanding liquor everyday from Saju T. John. But it has come out in the evidence that there were two permanent bankmen in the branch during 2000-2001. Whenever one of them took leave temporary bankman Saju T. John was engaged (MW1 page 17). It is for the workman to show that he had not worked together with Sri Saju T. John. Ext. ME3 statement of Saju T. John was proved through MW-1. The defence had not adduced any evidence to disprove the allegation.

9. The 2nd charge is that a lady customer Smt. Esther Cherian had pledged some gold ornaments in the bank. When she went to redeem the gold ornaments she had entrusted the pledged receipt to the workman. After remitting the pledged amount of Rs. 40,780 to the cashier she was waiting at the counter for getting the ornaments released. Meanwhile the Branch Manager happened to come out and on seeing the customer he had enquired as to why she was waiting. She told the reason. The Branch Manager asked for the receipt. She then told that the receipt was handed over to the workman. The workman then got wild and shouted at her saying that she might have misplaced the receipt somewhere and was unnecessarily

accusing him. This was said in the presence of other customers and the lady felt humiliated. She gave Ext. ME-24 statement to MW1. Ext. ME-25 is the gold loan pledged card. Ext. ME-26 is gold loan pledged card of another date. She went to the bank to get the gold ornaments released on 20-03-2001. The statement was given to the Investigating Officer on 24-11-2001. The receipt was recovered from the cash counter. The customer could not have spun a yarn out of nothing, especially when she had no motive to book him. There is not even a suggestion by the defence that there was ill feeling between Smt. Esther Cherian and the workman. The workman has not been able to show that it is a cooked up story. The charge stands proved.

10. Smt. Sujatha is another customer of the bank. The allegation against the workman is that whenever Smt. Sujatha had been to bank the workman used to flirt her. During investigation MW 1 came to understand from the staff of the bank that Smt. Sujatha had bitter experience with the workman. Though MW1 confirmed this fact from the customer, the latter was not willing to give a statement in writing. Ext. ME-27 is a statement of account of Smt. Sujatha. It is the case of the union that there was no such incident and it is a cooked-up story of the management. But it is relevant to note a question put to MW1 during cross examination (page 21): 'Did she not like flirting by the workman?' The answer of MW1 was that: 'If it were so, Smt. Sujatha would not have complained to MW1 when he had contacted her'. Normally no lady will disclose such incidents to anyone to avoid publicity and humiliation. Ext. ME-1 investigation report narrates different incidents and allegations against the workman. MW1 has reiterated the evidence came out during investigation and mentioned in the report.

11. Next charge is that the workman had induced Sri. Vinod Kumar a merchant and a customer to purchase a cheque of Sri. N.K. Bose an employee of the bank by discounting it. The customer agreed. Sri. N.K. Bose handed over a cheque for Rs. 25,000 drawn on Indian Bank. It was discounted and credited in the account of the customer for Rs. 24,805. Besides the customer had given another sum of Rs. 5,000 to Sri. N.K. Bose by cheque. Rs. 5,000 was repaid by Bose in two instalments. But the cheque of Sri. Bose for Rs. 25,000 when sent for collection to Indian Bank, it returned for want of sufficient fund. Ext. ME-30 is the statement of account of Sri. Vinod Kumar. It shows that on 13-09-2001 a cheque for Rs. 25,000 was discounted and an amount of Rs. 24,805 was credited in Vinod Kumar's account. The account also reveals that an amount of Rs. 5,000 was withdrawn by cheque. Ext. ME-34 is the cheque for Rs. 25,000. Ext. ME-33 is the dishonour memo. Ext. ME-31 & 32 are statements given by Sri. Vinod Kumar to MW 1, Investigating Officer. MW 1 has given evidence about the transaction. The workman had induced and pressurised Sri. Vinod Kumar to purchase the cheque of

Sri.N.K.Bose. There is no defence evidence to disprove this fact. The charge stands proved.

12. Sri N.K. Bose had borrowed Rs. 20,000 from a customer, Sri K.R. Kuranan. The latter had informed the Branch Manager about the transaction. The workman did not like it. He questioned Sri Kuranan for informing the matter to the Branch Manager. The workman also demanded a bottle of liquor for getting a loan sanctioned. Thereafter he dropped that demand as the customer had lent some money to Sri Bose. According to the workman he has no role in the transaction. The money was borrowed by Sri N.K. Bose and the workman had not requested Bose to lend money to Bose. However the very fact of questioning the propriety of passing on the information about the transaction to the Branch Manager itself reveals the involvement and interest of the workman in the deal. Ext. ME-28 is the withdrawal slip by which Rs. 17,500 was withdrawn from the account of Sri Kuranan and the remaining amount (Rs. 2,500) to make up the shortage was given from his pocket. Other than Ext. ME-8 withdrawal by withdrawal slip, all other transactions were done by cheques and not by withdrawal slip. Ext. ME -29 is the statement of Sri Kuranan about the transaction. MW 1 has given evidence as aforementioned. Ext. ME-1 investigation report narrates the incident. There is no contra evidence and the charge stands proved.

13. The next allegation is that the workman had the duty of bundling vouchers and attending office. But he failed to bundle the vouchers. Besides the SB account opening cards were kept in the card index box as a bundle without keeping them in the serial order. This was noticed by MW 1 during investigation and he has given evidence. Ext. ME-1 contains the report regarding failure of the workman in discharging his duties. MW-3 the Branch Manager has also deposed that the workman was allotted the duty of bundling the vouchers. However MW-1 admitted during cross examination that the allotment of duty to the workman was not properly recorded in the office order book (page-22). The Branch Manager (MW-3) has stated that the workman has the duty to bundle slips as per oral instruction (page31). The workman has neither replied to the charge sheet nor adduced defence evidence to support his contention that the work allotted to him was different and it did not include bundling of slips. In the absence of such contra evidence the version of MW-3 the Branch Manager has to be believed regarding the charge.

14. The next allegation is that the workman had purchased stationery items for the bank from M/s. Kuzhivelil Super Bazar on credit. Though the workman received the bill amounts from the bank he did not pay it to the shop owner and misappropriated the same. Ext. ME-36 is the complaint of the owner of the shop. Ext. ME-39 to 46 are the bills and vouchers of the purchase of

articles from the shop. MW-2 is the owner of the shop. He has given evidence that the workman had purchased stationery items but had not paid the bills so far (page-25). Ext. ME-49 is the receipt acknowledging payment of Rs.412.50 to the owner of the stationery shop on 29.01.2002 by the bank. MW3 is the Manager. He has stated that the workman, though received bill amount from the bank, did not pay it to the shop owner. No defence evidence was adduced. Nothing was brought out during cross examination of MWs.2 and 3 to discredit their testimony.

In the light of the aforesaid reasons and circumstance, I find that the conclusions reached by the Enquiry Officer regarding the guilt of the workman suffers from no vices or infirmities.

15. Point No.2 :—The punishment imposed is dismissal from service. According to the workman the disciplinary authority had not taken into consideration the clean past record of the worker. At any rate the punishment is shockingly disproportionate to the charges. The workman has no other source of income. The mitigating circumstances stated by the worker before the appellate authority is that he has unblemished service records, that he belongs to a poor family consisting of wife and one daughter aged two years, that he is the sole earning member of the family and he is residing in a rented building. This was considered by the appellate authority. When these circumstances stated by the workman is weighed with the charges levelled against him the balance does not tilt in favour of the delinquent employee. An employee who has committed several serious misconduct as alleged above cannot be accommodated in service by a banking institution where public money is handled and the business of the bank depends on the trust of the public in the institution. Looked from that angle I don't think that workman deserves any leniency in the punishment. Hence I refrain from interfering with the punishment either.

In the result an award is passed finding that the action of the management in dismissing the workman Sri. Jaiju Cheriyan from service is legal and justified and he is not entitled for any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 6th day of August, 2009,

P. L. NORBERT, Presiding Officer

Appendix

Witness for the Union	-Nil
Witness for the Management	-Nil
Exhibit for the Union	-Nil
Exhibit for the Management	
M 1 - Enquiry File.	

नई दिल्ली, 27 अगस्त, 2009

का.आ. 2659.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल.आई.सी. हाऊसिंग फाइनेन्स लिमिटेड प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 50/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-2009 को प्राप्त हुआ था।

[सं. एल-17012/3/2004-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 27th August, 2009

S.O. 2659.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 50/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of L.I.C. Housing Finance Limited and their workmen, received by the Central Government on 27-8-2009.

[No. L-17012/3/2004-IR(B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

N.K. Purohit, Presiding Officer

I. D. No. 50/2004

Ref. No. L-17012/3/2004-IR (B-I) dated 12-04-2004

BETWEEN

Shri Balwant Kumar Bhalla, S/o Late Shri Kasteri Lal Bhalla, C/o Shri R.N. Awasthi, Secretary
U.T.U.C., U.P., 130 E, Barra
Kanpur (U.P.)

AND

1. The Chief General Manager
L.I.C. Housing Finance Limited
Corporate Office
Mumbai

2. The Regional Manager
L.I.C. Housing Finance Limited
4/291, Vivek Gomti Nagar
Lucknow.

3. The Area Manager
L.I.C. Housing Finance Limited
Corporate Office
Jabalpur

AWARD

14-08-2009

By order No. L-17012/3/2004-IR(B-I) dated 12-04-2004
the Central Government in the Ministry of Labour, New

Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Balwant Kumar Bhalla, S/o Late Shri Kasteri Lal Bhalla, C/o Shri R.N. Awasthi, Secretary, U.T.U.C., U.P., 130 E, Barra, Kanpur and the Chief-General Manager, L.I.C. Housing Finance Limited, Corporate Office, Mumbai, the Regional Manager, L.I.C. Housing Finance Limited, 4/291, Vivek Gomti Nagar, Lucknow & the Area Manager, L.I.C. Housing Finance Limited Corporate Office, Jabalpur for adjudication.

2. The reference under adjudication is :

“Kya Jeevan Beema Grih Vitta Limited, Lucknow द्वारा कर्मकार श्री Balwant Kumar Bhalla Putra Swa. Kastoori Lal Bhalla को दिनांक 13-8-2003 से नौकरी से निकाला जाना उचित अवम न्यायसंगत है? Yadi nahi to कर्मकार किस अनृतोश का अधिकाारी है?”

3. It is not disputed that workman Balwant Kumar Bhalla was appointed as Junior Executive Assistant vide letter dated 21-04-95 and he was posted at Jabalpur office and his services were governed by the LIC Housing Finance (Employees Disciplinary and Appeal) Rules, 1990. The workman was charge sheeted vide charge sheet dated 16-08-99 and supplementary charge sheet dated 23-08-2002 for the alleged misconduct of raising loan from LIC Housing Finance Limited for purchase of property which was not in existence by submitting false documents and utilizing the money for other purposes.

4. The workman denied all charges levelled against him. After regular enquiry the workman was found guilty for the above-alleged misconduct and he was removed from service vide impugned order dated 13-08-2003. The appeal filed against the said order was also rejected vide order dated 28-10-2003. The workman in his statement of claim questioned the validity of disciplinary proceedings against him on the ground that he was not allowed the assistance of his representative nor he was provided the copies of report and other documents. He has alleged that charges were not proved, despite this punishment of removal from service has been imposed. Therefore, disciplinary proceeding was in violation of principles of natural justice and alleged that the findings of Enquiry report are perverse. The LIC Housing Finance Ltd. has denied the above allegations and has stated that the departmental enquiry was conducted in consonance of the relevant rules.

5. Following preliminary issues were framed vide order dated 25-05-2005 & subsequent order dated 03-1-2007:

- (i) Whether the enquiry was conducted in violation of principle of natural justice and worker was deprived of the opposite party to defend as alleged in the statement of claim?
- (ii) Whether the findings of the enquiry officer is perverse?

6. The workman has examined himself as witness. In rebuttal, the LIC Housing Finance Limited examined

Shri S.K. Patra, Manager and Shri V.D. Shukla, the Inquiry Officer. After hearing both the sides the then learned Presiding Officer while deciding both the issues against the management passed following order dated 05-03-2007:

"Both the issues are decided against the management. However, the management is called upon to substantiate its charges against the worker in this court, Fixed 30-4-07 for furnishing details of evidence which the management wants to produce to prove the charges against the worker."

7. In pursuant to the said order, the management filed list of documents (C-70) and list of witnesses (C-71). In order to prove charges against the workman, the LIC Housing Finance Limited has examined Shri Jai Prakash Tripathi, Shri Anoop Jindal and Shri Abhay Shandilya. In rebuttal the workman has examined himself as witness.

8. Heard the learned representative on behalf of both the sides and scanned the entire material on record.

9. The learned representative on behalf of the workman has contended that the management has failed to prove the charges leveled against him. The management has failed to establish that the disputed property inspected on 31-5-97 and subsequently inspected on 13-10-01 were different. It is evident from both the inspection reports that the property, which was inspected, is same. He has further contended that all the 3 witnesses examined by the management side have admitted in their cross examination that property for which the workman entered into an agreement with the builder was verified physically before grant of loan to the workman. He has further contended that Regional Manager was not competent to terminate the services of the workman & the punishment of removal from service is harsh and disproportionate.

10. Per contra, the learned representative on behalf of the management has submitted that it is evident from the evidence of the management witnesses that property A-1 at Samiksha Town, Shyama Prasad Mukherjee is not existence and in place of alleged property, A-8 is in existence. The boundaries of A-1 shown in the map annexed with sale deed & boundaries of house situated at that site are different. Thus, the workman has raised the loan for the purchase of the property which was not in existence, by submitting false documents therefore, impugned order of his removal from service by the disciplinary authority is justified and is in consonance with law. He has placed reliance on following case laws.

1. (1972) 1SCC 814 *Air India Corporation, Bombay vs V.A. Rebellow and another.*

2. (1972) 4SCC 569 *Francis Klein and Company Pvt. Ltd. vs their workmen.*

3. (2000) 7SCC 517 *Janata Bazar Sough Kanara Central Cooperative Wholesale Stores Ltd. & others Vs Secretary, Sahakari Nourkara Sangha & others.*

4. (2000) 9SCC 521 *UPSRTC Vs Mohan Lal Gupta*

5. (1998) 4SCC 310 *Union Bank of India Vs Vishwa Mohan.*

6. (2006) 6SCC 187 *Divisional Controller, NEKRTC vs H. Amresh*

11. I have given my thoughtful consideration on the rival submissions on both the sides and scanned the relevant material on record.

12. The learned representative on behalf of the workman has raised a legal objection regarding competency of the Regional Manager to pass the impugned order dt. 13-08-2003 whereby the workman has been removed from service. He has contended that workman was appointed by the Chief General Manager whereas the impugned order has been passed by the Regional Manager who is junior to the appointing authority. Therefore, impugned order is null and void. In this regard he has placed reliance on 1986 FLR page 310 *Bank of India vs CGIT and others (P & H High Court).*

13. The learned representative on behalf of the management has urged that prior to amendment in the Schedule 1st only General Manager was the appointing authority of Jr. Executive Assistant but after amendment, General Manager as well as Regional Manager both are the appointing authority of the Jr. Executive Assistant and both the post are equivalent and having same pay scale. Therefore, Regional Manager was competent to pass the impugned order terminating the services of the workman. He has also placed amended Schedule 1st of the relevant rules in support of his contention.

14. Admittedly, the workman was given appointment as Jr. Executive Assistant by the Chief General Manager (HR/MS) vide letter dt. 21-4-95 (C-20/1) whereas the services of the workman has been terminated by the Regional Manager vide impugned order dt. 13-8-2003. Earlier as per Schedule 1st of LICHF (Remuneration & certain other terms & conditions of service of employees) Rule 1990 General Manager was the appointing authority for Jr. Executive Asstt. but after amendment in Schedule 1st of the above rules, General Manager as well as Regional Manager both have been shown as appointing authority for the post of Jr. Executive Asstt. But in case of the workman, the appointing authority was Chief General Manager whereas his services have been terminated by the Regional Manager who is junior in rank. In 1986 FLR page 310 Hon'ble Punjab & Haryana High Court the appointment of the workman was made by the General Manager and services were terminated by the Zonal Manager who is subordinate to the appointing authority. Hon'ble Punjab & Haryana High Court relying on the various decisions of the Hon'ble Apex Court and other High Court has observed as under:

"The order of removal or termination of services in the case of the respondent-workman and other employees similarly situated, could only be passed by the General Manager and not by the Zonal Manager, an officer subordinate to the General Manager. Consequently, the finding of the learned Labour Court that the order of the termination of services of the petitioner (sic) was null and void having been passed by an authority subordinate to

the appointing authority, is upheld and the challenge against the same is repelled."

15. As per Schedule IInd LIC Housing Finance (Employees Conduct, Discipline and Appeals) Rules 1990 as regards Jr. Executive Assistant General Manager/Regional Manager have been shown as disciplinary authority and CE/CGM have been shown as Appellate Authority whereas modified Schedule 1st of the Rules 1990 the appointing authority has been shown as GM/RM but in the matter of the workman his appointment as Jr. Executive Assistant had been made by the Chief General Manager who is Appellate authority in the matter of disciplinary proceeding against the Jr. Executive Assistant. Although Regional Manager/General Manager are disciplinary authority and appointing authority of the Jr. Executive Assistant and both are of equal status but the impugned order has been passed by the Regional Manager, an authority subordinate to the appointing authority of the workman i.e. Chief General Manager therefore, in the light of principle laid down in the aforementioned case law, the impugned order is null & void.

16. Before embarking upon the merit of the case, it is pertinent to mention that the proviso of section 11A envisages that in any proceedings under this section, the Tribunal shall rely on the material on record and shall not take any fresh evidence. But in the matter of Neeta Kaplish vs. Presiding Officer, Labour Court and another 1999 SCC (L&S) 302 while considering the question of material evidence under section 11A of the I.D. Act, Hon'ble Apex Court has held ;

" In all cases where enquiry has not been held or the enquiry has been found to be defective labour court/tribunal can call upon the management or the employer to justify action taken against the workman and to show by fresh evidence that the termination or dismissal order was proper. If management does not lead any evidence by availing of this opportunity, it cannot raise any grouse any subsequent stage that it should have been given that opportunity, as the Tribunal, in those circumstances, would be justified in passing an award in favour of the workman. If however, opportunity is availed of and evidence is adduced by the management, validity of action taken by it has to be scrutinized and adjudicated on the basis of such fresh evidence."

" It is a fallacious argument that it was open to management to rely upon domestic enquiry proceedings, including the evidence recorded by the Enquiry Officer, and that management was under no obligation to lead further evidence, particularly as the management was of the view that the charges against appellant stood proved on the basis of evidence lead before the Enquiry Officer. It is also not correct to say enquiry proceedings constituted "material on record under Section 11-A and they could not be ignored."

" Records pertaining domestic enquiry would not constitute "fresh evidence" as those proceedings have already been found by the Labour Court to be defective. Such record would also not constitute "material on record" within the meaning of Section 11-A as the enquiry proceedings, on being found bad, have to be ignored altogether. The management for a limited purpose of showing at the preliminary stage that the action taken against the appellant was just and proper and that full opportunity of hearing was given to her in consonance with the principles of natural justice. This contention has not been accepted by the Labour Court and the enquiry has been held to be bad. In view of the nature of objections raised by the appellant, the record of enquiry conducted by the management ceased to be "material on record" within the meaning of Section 11-A and the only course open to the management was to justify its action by leading fresh evidence before Labour Court. If such evidence has not been led, the management has to suffer the consequences."

17. In view of the above legal position the proceedings of the domestic enquiry including evidence recorded by the enquiry officer, is to be ignored to prove charges leveled against the workman and to justify action against the workman. The management can only rely on fresh evidence i.e. evidence adduced subsequent to the order dt. 05-03-2007 passed by the Tribunal whereby the proceedings of the domestic enquiry held vitiated due to violation of principle of natural justice.

18. Vide charge sheet dt. 16-8-99 the following charges leveled against the workman are as under;

You entered into an agreement on 7th May 1997 for purchase of a house with M/s R. Constructions, through its proprietor Sh. Rajendra Verma, Builder from his project developed by him at Plot No. 3 Block 14 Shyama Prasad Mukherjee ward, Jabalpur for total consideration of Rs. 2,75,000 Against the said purchase price you paid Rs. 10,000 as Advance under the said agreement.

On the basis of aforesaid agreement you applied for loan with Jabalpur Area Office of LIC Housing Finance Ltd. (The Company) on 23-4-97 and got Rs. 1.20 lacs sanctioned on 23-5-97. However, in your application, you mentioned the Block no. as 16.

You put up an Office Note dt. 28-5-97 to get the property title cleared on the basis of Non Encumbrance Certificate dt. 28-5-97 from Panel Advocate Sh. Ravi Shankar Agarwal. The Non Encumbrance certificate was for Block No. 14 though you applied for purchase of Block No. 16 and got the same sanctioned.

Without arranging any Valuation Report in respect of property to be purchased and without investing your share and submitting proof thereof you got the 1st instalment of loan of Rs. 50,000 released from the company. The cheque No. 760760 dt. 31-5-97 drawn on Bank of India, Napier Road, Jabalpur for Rs. 50,000 was

paid to M/s R. Constructions, through Proprietor Sh. Rajendra Verma Power of Attorney holder of Smt. Shankutla Yadav W/o Sh. K.P. Yadav on execution of Sale Deed for Rs. 65,000 in your favour on 13-6-97. In the said Sale Deed the builder acknowledged receipt of payment of Rs. 42,500/- against the cost of land and Rs. 23,000/- against the cost of Construction.

You signed a blank Memorandum of Deposit of Title Deeds without completing the same. The Schedule I & II of the Memorandum have also not been given.

In the Sale Deed the property sold is shown as Block No. 13 & 14, Plot No. 3, Shyama Prasad Mukherjee Ward, dist. Jabalpur. However, the said Sale Deed did not contain the full particulars of the property, like Survey No. boundaries etc. which was essential to identify the property purchased. However the same was stated as marked in Red in attached site map. But on actual inspection the said house does not exist as stated in the Sale Deed and annexed map. Moreover in the Sale Deed it was stated that the seller transferred all the right of property including possession of property to you which in fact was not there.

On 17th June 1997 you approached the Area Office to release another instalment of loan and submitted a receipt of Rs. 1.30 lacs from the builder. In this receipt it is mentioned that amount is received on account of deal of house situated at Shammiksha Town, Jabalpur. You also submitted two Valuation Reports of Block No. 16 from Panel Valuer Sh. R. Tripathi, one is dated 25-8-97 showing the Value of property as Rs. 1.55 lacs and another dated 16-6-97 showing the property of value as Rs. 2.50 lacs. Alongwith Valuation Report dt. 16-6-97 you made a request to release the payment of 2nd instalment to you instead of builder. Because of contradiction in the particulars of property in the Valuation Reports referred here in above and the Sale Deed you were called upon to explain the reason for such contradiction. As Sale Deed dt. 13-6-97 executed in your favour was found to be invalid as it did not contain the exact particulars/description of property purchased, you were called upon to get Rectification Deed executed in your favour verbally by Area Manager. This was told to you verbally by the then Area Manager, Since the entire transaction for purchase of property was false and was based on fabricated documents arranged with the connivance of builder Sh. Rajendra Kumar Verma you found it difficult to make such transaction legal by getting rectification deed as called for by Area Manager, and obtain further instalment from the Company. On your failure to obtain a rectification deed, you did not pursue the release of subsequent instalment.

Facts stated here in above clearly establish that with the connivance and conspiracy of builder, you raised the loan from the Company for purchase of property which was not in existence by submitting false documents and utilised the money for other purposes.

19. Again vide supplementary charge sheet dt. 23-8-02 the following charges were leveled against the workman:

You entered into an agreement on 7th May, 1997 for purchase of a house with M/s R. Construction, through its proprietor Sh. Rajendra Verma, Builder from his project developed by him at Plot No. 3 Block 14 Shyama Prasad Mukherjee ward, Jabalpur for total consideration of Rs. 2,75,000 Against the said purchase price you paid Rs. 10000 as Advance under the said agreement.

On the basis of aforesaid agreement you applied for loan with Jabalpur Area Office of LIC Housing Finance Ltd. (The Company) on 23-4-97 and got Rs. 1.20 lacs sanctioned on 23-5-97. However, in your application, you mentioned the Block no. as 16.

On inspection of the aforesaid property conducted by company, alongwith you on 13-10-2001, it was found that the house mentioned by you in your application for which you had taken loan was different from the one inspected on 13-10-2001, further the property shown by you on 13-10-2001 is different from the one shown and indentified by you to Sh. S.K. Patra, Asstt. Manager on 30-5-97.

The facts stated herein above together with the facts stated in the charge sheets dt. 16-8-99. Clearly establish that with the connivance and conspiracy of builder, you raised the loan from the Company for purchase of the property which was not in existence by submitting false documents and utilized the money for other purposes.

By your aforesaid acts, you failed to maintain absolute integrity, failed to serve the Company honestly and faithfully and have knowingly done acts detrimental to the interests of the Company and prejudicial to good conduct, thereby violating the provisions of Rule 3 read with Rule 20(1) of the aforesaid LIC Housing Finance Ltd. (Employees Conduct. Discipline and Appeals) Rules, 1990 for which any one or more of the penalties specified under Rule 20 (1) (a) to (g) can be imposed.

20. Now it is to be seen whether on the basis of evidence of the management witnesses viz Sh. Anoop Jindal, J.P. Tripathi & Abhay Shandilya & documentary evidence adduced by the management in the Tribunal under section 11A of the I.D. Act, the charges leveled against the workman stand proved.

21. It is alleged in the charge that as per agreement dt. 7-5-97 (20/51) plot was situated in block no. 14 Shyama Prasad Mukherjee ward whereas workman in his application has mentioned block no. 16. Upon perusal of the photocopy of application form submitted by the workman it appears that there is over writing & the figure 14 seems to be corrected as 16. Original application form has not been produced. The workman has submitted photocopy of the agreement to sale dt. 7-5-97 (20/51) sale deed 4-6-97 (20/12) and site map annexed with the sale deed. The above documents are admitted documents wherein the description of the plot is clearly mentioned plot no. 3 block no. 14. The above documents have been submitted alongwith application form. None of the witness examined by the management has alleged that block number has been corrected subsequently as 14 after

submission of the application form. Moreover, there is no allegation in the charge that workman has mala-fidely mentioned wrong block number. Thus it can be assumed that the workman had applied for Plot no.3 block no.14 only.

22. It is also alleged in the charge that workman prepared a office note dtd. 28-5-97 to get property title clear on the basis of non-encumbrance certificate for plot no.3 block no.14 and got it approved whereas he had applied for purchase of plot no. 3 block no.16. This charge again refers to mentioning block no.16 in the application form but as stated earlier the figure 16 seem to be corrected as 14 in the application form and there is no allegation that he did it mala-fidely. Moreover, the officer note was prepared by the workman on the basis of lawyer report and was recommended by the Asstt. Manager and approved by the Area Manager.

23. It is further alleged in the charge that without arranging valuation report and without investing his own share and submitting proof thereof, he got the first installment of Rs. 50,000 from the company. It is not disputed that workman got first installment of loan and the amount of the first installment was given by cheque in favour of M/s. R. Construction through Sh. Rajendra Verma, Builder the power of attorney of Smt. Shankutala Yadav on execution of sale deed for Rs. 65,000 in his favour on 13-6-97. The first installment of Rs.50,000 was released vide cheque dtd. 31-5-97 is not disputed and technical-cum-inspection report dtd. 28-5-97 (20/24) given by Sh. R.Tripathi, Panel Valuer of LICHF is also on the record which establish that valuation was done before releasing of first installment and value was Rs. 1.55 lakhs as on date of valuation i.e. 28-5-97. The agreement of sale dtd. 7-5-97 also reveals that workman had paid Rs. 10,000 therefore it can not be said that without arranging any valuation report and without investing his own share workman got the first installment from the company.

24. It is also alleged that the workman signed a blank memorandum of deposit of title deed without completing the same and the schedule Ist and IInd schedule of the memorandum have not been submitted. A photocopy of the memorandum of title deed (16/60) dtd.31-5-97 is on the record, which is an admitted document. It is not completely blank only the space for description of the property has been left blank. The management witness which have been examined to prove the charges have not alleged that schedule Ist & IInd of the memorandum were not produced by the workman.

25. It is further alleged that the sale deed did not contain the full detail of the property like survey no. boundaries etc. moreover, in the sale deed it was stated that the seller transfer the rights of the property including possession of the property to the workman which infact was not there. As regards the possession of the property is concerned the workman has admitted in his reply dtd. 16-8-99(16/44) which is an admitted document that physical possession is not with him but he has documentary rights. The sale deed dtd. 4-6-97 (20/12) is also admitted document

although the boundaries of the plot are not mentioned in the sale deed but it is mentioned therein that site map is the part of sale deed and boundaries and details of the property have been mentioned in the site plan. If the documents were not complete it was the duty of the superior officer to ensure that relevant documents are complete in all respect before granting any loan to the workman. The decision making process for granting loan involves Sr. Officers, therefore, if there was inconsistency or documents were not complete, it was for them to get it completed before releasing the first installment of the loan to the workman.

26. It is alleged that on actual inspection of the property mentioned in the sale deed it was found that the alleged property does not exist as stated in the sale deed and annexed map. In supplementary charge sheet dtd. 22-8-02 it is also alleged that the workman got two different properties inspected on 30-5-97 and 13-10-01 and the property shown by him on 13-10-01 is different from the one shown and identified by him to Sh. S.K. Patra, Asstt. Manager on 30-5-97 and on the basis of above it is alleged that in connivance and conspiracy with the Builder the workman raised loan for purchase of property which was not in existence and he submitted false document for this purpose for raising loan.

27. Admittedly the first installment of the loan was released on the basis of following documents;

1. Application of workman for loan dtd. 23-4-97 (20/20)
2. Agreement of sale dtd. 7-5-97 (27/3)
3. Sale deed dtd. 13-6-97 (20/12)
4. Loan offer letter dtd. 23-5-97 (66/6)
5. Technical cum inspection report of Sh. R. Tripathi, Panel Valuer of LICHF.(20/24)
6. Inspection report given by Asstt. Manager A.K. Patra dtd. 31-5-07 (20/26)

28. In loan application of the workman, the description of the property has been mentioned as plot No. 3 Block no. 14 (seems to be corrected). In agreement of sale dtd. 7-5-97 it has been mentioned as plot no.3 block no.14 whereas in sale deed dtd. 13-6-97 it is mentioned as under;

“नजूल ब्लॉक न. 13,14 नजूल लीज प्लॉट न. 3 सिविल स्टेशन का रकबा 500 वर्ग फुट जिसमें से 110 वर्ग फुट आर.सी.सी. निर्माणाधीन मकान लेंटर तक बना है बगैर छपाई, फर्श, बिजली फिटिंग इत्यादि के जो कि मुख्य सड़क से हटकर अन्दर 15 फुट के मार्ग में स्थित है जैसा कि संलग्न नक्शे में लाल रंग से दर्शाया है श्यामा प्रसाद मुखर्जी, वार्ड तहसील जिला जबलपुर”

29. After submission of the above 3 documents pertaining to loan by the workman it was imperative on the part of the management to verify the existence of property & genuiness of the relevant documents of the property against which the workman wanted to raise loan. In this regard management has obtained non-encumbrance

certificate dtd. 28-5-97 given by Sh. R.S. Agarwal, Advocate wherein it is mentioned that plot no.3 block no. 14 was found to be free from any encumbrance. As per Technical cum Inspection report dtd. 25-5-97 (66/8) given by Sh. R. Tripathi Penal Valuer of LICHF the property which was inspected on 28-5-97 was plot no.3 block no. 14, Shyama Prasad Mukherjee, Jabalpur. It appears that figure 6 has been corrected as 4 in the block number mentioned therein. Apart from this, inspection report (20/26) given by Asstt. Manager Sh. S.K. Patra also reveals that property situated at Samiksha Town was inspected by him on 31-5-97 and it was identified by the workman.

30. Thus, as per aforementioned Technical cum Inspection report given by panel valuer and Inspection Report of Asstt. Manager dtd. 31-5-97 and non-encumbrance certificate dtd. 28-5-97 given by Sh. R.S. Agarwal, Advocate, the property against which the workman wanted to raise loan was in existence.

31. In order to prove that the property against which the workman raised loan was not in existence, Sh. J.P. Tripathi, Area Manager, Sh. Anumap Jindal, Area Manager and Sh. Abhay Shandilya, Govt. Valuer have been examined by the management. Sh. J.P. Tripathi has stated that he alongwith Sri Suresh Chandra Asstt. Manager inspected the property on 21-8-2000 and they were of opinion that as per the map and sale deed the property bear no. A-1 does not exist at specified site and in this regard he had submitted a joint report dtd. 25-8-2000. The joint report has not been exhibited at the time of his evidence. It is not an admitted document by the workman therefore, signatures on the above joint report were to be proved, moreover, this alleged joint report dtd. 25-8-2000 finds no reference in the charge sheet dtd. 16-8-99 in the supplementary charges sheet dtd. 23-8-2002. Therefore, above joint report dtd. 25-8-2000, which has not been referred in the charge sheet, can not be considered against the workman.

32. In cross examination Sh. J.P. Tripathi has denied that he had inspected the property on 13-10-01 but when he was confronted with sketch map of the site dtd. 13-10-01 (16/63) he had to admit that the above site map bears his signature. He has also admitted that the said site sketch map dtd. 13-10-01 also bears the signature of the Area Manager Sh. P.K. Jha and S.K. Patra and the workman. He has further stated that he has signed the above document as witness. Thus, creditability of his testimony has been impeached in cross-examination and his evidence is not trustworthy. Further as per sketch map dtd. 13-10-01, the property was in existence as shown in the sketch map. It is not mentioned in the said sketch map of site dtd. 13-10-01 that the property bearing No. A-1 does not exist at specified site.

33. Sh. Anumap Jindal, Area Manager has also stated in his cross examination that the house against which loan was raised was verified by Sh. Patra the then Asstt. Manager and loan must have been sanctioned after physical verification of the plot.

34. The management witness Sh. Abhay Shandilya, Govt. Valuer has stated that he had inspected the site for verification of the house on 3-7-07 but the house was not traceable and instead of A-1, house A-8 is situated at that location. He has not prepared any site map of the house inspected by him. He has also not prepared any report in this regard, moreover, as per his version the property was inspected by him on 3-7-07. Thus, subsequent to the charges levelled against the workman, he was inspected the alleged site to create evidence against the workman. His inspection of the site does not find any reference in the charge. There is no allegation in the charge sheet that instead of house A-1 house A-8 was found to be situated at the location shown in the site map and boundaries of A-1 and A-8 are different.

35. In rebuttal, the workman has stated that the property for which he has raised loan is in existence. He has further stated that Sri J.P. Tripathi and Sri V. Jha and Sri S.K. Patra inspected the property alongwith him. He has also stated that difference in boundary is due to subsequent construction in the vacant plots. In cross-examination he has stated that the property was acquired by the builder and site plan was approved by the Municipality. He did not take possession of the house at the time of sale deed and at present house is lying vacant.

36. It is alleged by the management that the property which was inspected by Sh. Patra on 30-5-97 and the property which was inspected on 13-10-01 by Sh. Patra, J.P. Tripathi and Sh. R. Tripathi alongwith workman were not the same and both the property have been identified by the workman but in the sketch map of site (16/62) following endorsement is therein.

"Property shown to Sh. S.K. Patra, Asstt. Manager on 30-5-97 as identified on 13-10-01 before Area Manager and Dy. Manager alongwith Sh. S.K. Patra."

37. It is not mentioned in the above endorsement that the property shown to Sh. S.K. Patra on 30-5-97 was different from the property inspected on 13-10-01. The name of Sh. S.K. Patra, Asstt. Manager has not been mentioned as management witness in the list of witness C-71 but he has been examined as management witness in regard to preliminary issues. As per version of the management Sh. S.K. Patra has inspected the property on 30-5-97 and subsequently on 13-10-01 and he has signed both the inspection report. He has admitted that in subsequent sketch map dtd. 13-10-01, it is not mentioned that property which was inspected by him on 30-5-97 was different from the property inspected on 13-10-01. He has further admitted that there was no marked number on the property inspected by him. Though a photocopy of the report said to be prepared on 13-10-01 (66/25) is on the record but the same is not an admitted document. None of management witness has referred this document in their statement. Facts admitted not to be proved but when facts are disputed the burden was on the management to prove the alleged facts. Mere filing photocopy of any document is no proof of the facts mentioned therein.

38. The management has not examined the builder from whom the disputed property is said to be purchased nor they have examined the person said to be in occupation of the house A-8 alleged to be situated at the location where A-1 house in the site plan is shown. Even the members of the staff of the Builder said to be available when site was inspected have not been examined nor their signatures have been obtained on any of the alleged inspection report of the site. The version of the workman that property in dispute in existence finds support from the inspection report given by Sh. Patra dt. 30-5-97 and Technical cum Inspection Report dt. 28-5-97 and 31-5-97 and even the site sketch prepared on 13-10-01. It is not the case of the management that the inspection report given by Sh. Patra and Technical cum Inspection Report given by Panel Valuer and non-encumbrance certificate were bogus and not genuine and the workman has manipulated the same with connivance of the persons who have given such reports and the person who have granted him loan despite alleged irregularities and inconsistencies in the documents.

39. In view of the above discussions, the management has failed to establish all the charges levelled against the workman and the charges stand not proved and the workman is entitled for exoneration from the charges levelled against him. Moreover, the impugned order removing the workman from his services has been passed by the authority i.e. Regional Manager who was subordinate to the appointing authority of the workman i.e. Chief General Manager, therefore impugned order is null and void.

40. Now the question survives for consideration is whether the workman is entitled for reinstatement with back wages and other consequential benefits. In instant case workman services were terminated in the year 2003 there is neither pleadings nor evidence of the workman that during the period he remained out of job he did not remain gainfully employed. It is now well settled by catena of decisions of the Hon'ble Apex Court that the burden to prove to show that workman was not gainfully employed is not on the employer, the employee has to show that he has not gainfully employed.

41. In recent decision (2009) 1 SCC (L&S) 595 Novartis India Ltd. Vs. State of West Bengal and another Hon'ble Apex Court has observed that :

"Back wages can not be granted almost automatically upon setting aside an order of termination inter alia on the premise that the burden to show that the workman was gainfully employed during the interregnum period was on the employer. The Supreme Court in number of cases decisions opined that grant of back wages is not automatic. The burden of proof that he remained unemployed would be on the workman keeping in view the provisions contained in Section 106 of the Evidence Act, 1872. Hon'ble Apex Court has further observed that as regards grant of back wages or the quantum thereof, would, therefore, depend on the fact of each case.

Back wages are ordinarily to be granted, keeping in view the principles of grant of damages in mind. It can not be claimed as a matter of right."

42. Having regards to facts and circumstances of the case and keeping in view aforementioned principle laid down by the Hon'ble Apex Court the interest of justice would be subserved by reinstating the workman with continuity of service by awarding 50% back wages from the date of his removal from services by the impugned order.

43. Accordingly, the reference under adjudication is answered as under :

- (1) The charges levelled against the workman vide charge sheet dt. 16-8-99 and supplementary charge sheet dt. 23-8-2002 stand not proved and the impugned order dt. 13-8-2003 is null and void and unjustified thus, the same is set aside and workman shall be entitled for his reinstatement with 50% back wages and continuity of service from the date of his removal from the service by the said impugned order to the date of his reinstatement.
- (2) The management of LICHFL is directed to comply the above order within a period of 8 weeks from the date of publication of this award. In case of non payment of back wages within said period it shall carry interest @ 9% per annum.

44. Award as above.

Lucknow

14-8-2009

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 27 अगस्त, 2009

का.आ. 2660.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसरण में, केन्द्रीय सरकार मै.बी.सी.सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 248/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-2009 को प्राप्त हुआ था।

[सं. एल-20012/73/2000-आईआर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 27th August, 2009

S.O. 2660.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 248/2000) of the Central Government Industrial Tribunal/Labour Court No. 1, Dhanbad now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 27-8-2009.

[No. L-20012/73/2000-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO.1) DHANBAD**

In the matter of a reference under section 10 (1) (d) (2A)
of the Industrial Disputes Act, 1947.

Reference No. 248/2000

Parties :—Employers in relation to the management of
BCCL, Sijua Area.

AND

Their workman

Present :—Shri Hari Mangal Singh, Presiding Officer

APPEARANCES

For the Management : Sri D.K. Verma Advocate

For the Union : None

State:- Jharkhand Industry : Coal

Dated 7th Aug. 2009

AWARD

By order No. L-20012/73/2000-(C-I) dated 29-08-2000 the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of Tetulmari Colliery of M/s. BCCL, in engaging Smt. Fulendri Devi as guard for continuous period from 8-6-90 without regularizing her in the service as Guard is justified? If not, to what relief is the concerned workman entitled and from what date?”

This Reference was received in this Tribunal on 18-9-2000 case. In spite of notice send by speed post none appeared on behalf of concerned workman to file written statement. It there for appears that neither the concerned workman nor the sponsoring union is interested to contest the case.

In such circumstance, I pass a NO DISPUTE Award in present Reference case.

H.M. SINGH, Presiding Officer

नई दिल्ली, 27 अगस्त, 2009

का.आ. 2661.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै.बी.सी.सी. एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 11/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-2009 को प्राप्त हुआ था।

[सं. एल-20012/392/2000—आई आर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 27th August, 2009

S.O. 2661.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2001) of the Central Government Industrial Tribunal/Labour Court No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 27-8-2009.

[No. L-20012/392/2000-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. I) DHANBAD**

In the matter of a reference U/S. 10 (1) (d) (2A) of the
Industrial Disputes Act, 1947.

Reference No. 11 of 2001

Parties :—Employers in relation to the management
Patherdih Colliery of M/s. BCCL.

AND

Their workmen

Present :—Shri H. M. Prased, Presiding Officer

APPEARANCES

For the Employers : Shri B.M. Prased, Advocate

For the Workman : Shri J.N. Das, Advocate

State:- Jharkhand Industry : Coal

Dated, 10th August, 2009

AWARD

By order No. L-20012/392/2000-(C-I) dated 12-1-2001 the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management in determining the date of birth of Sri Shankar Modak as 1-7-50 instead of 1-7-56 is justified, If not, to what relief is the workman entitled.”

2. The written statement has been filed on behalf of the workman stating that the concerned workman was given employment as land looser vide appointment letter No. W/PST/62 dated 9-7-1962. He was working as such and was issued identity card in the year, 1977 showing date of birth as 31 years as on 1-1-1977. The workman was medically examined before his employment in the Company in the year 1962. The management prepared service excerpt on 7-6-87 entering wrong date of birth as 1-7-1941. This was objected to by the workman in writing vide his representation dated 17-8-87. When nothing was heard from the management the workman submitted a written reminder on 19-12-1990 with a copy to the General Manager (SA) for information and kind consideration. It has been stated that the workman had been running to the Personnel Department and pursuing the matter verbally

but without any effect. In this connection reference has been made to the service excerpt duly signed by the Superintendent, Damodar Open Cast Project, Sudamdih and counter-signed by the Senior Personnel Officer on 30-8-1993 alongwith a photo copy of the S.L.C. issued by T.L. Madhay Vidayala, Mahulbani. It is very funny that the management accepted the recording as regards date of birth recorded as 1-7-56 as per school certificate which was produced at the time of his joining. This issue was taken up at level of the General Manager (P&IR), Koyla Bhawan on 28-6-1997 when it was agreed that on various dates and lastly on 18-3-98 in which also not even comments of the local Area was obtained. In spite of our earnest desire to settle the matter, management has turned their deaf ear to such a vital matter of interest of the workman. It has been prayed that the Hon'ble Tribunal be graciously pass an award in favour of the workman by directing the management to accept the date of birth of the concerned workman as 1-7-1956 instead of 1-7-1950.

3. The written statement has been filed on behalf of the management stating that the date of birth of the concerned workman as recorded in Form 'B' Register maintained under Sec. 48 of the Mines Act & Rules is 1-7-1950. This date of birth recorded in statutory register which is considered as service-sheet of the concerned workman. All the documents maintained by the management both statutory and non-statutory in the usual course of business indicate that the date of birth of the concerned workman as 1-7-1950. There is no valid industrial dispute in the present case in the eye of law.

The reference is not only stale one but is over stale and is an effort to put the cart before the horse. The management is not required to take any action as envisaged in the reference order. On its own showing the person concerned appears to have manufactured certain documents and have interpolated the same for his own personal use and benefit playing fraud upon the management. He was appointed on 28-11-74. In the year 1987 the management issued service excerpts to all its employees including the concerned person giving them opportunity to submit their representation, if any, for reviewing any particular recorded in the service record, if the same was according to that concerned person was incorrect. The person concerned was also served with service excerpt indicating his date of birth as 1-7-1950 but he did not raise any objection regarding recorded date of birth in the company's record. In view of the above, the management has prayed to answer the reference in favour of the management holding that the action of the management in determining the date of birth of the concerned person as 1-7-50 instead of 1-7-65 and the concerned person is not entitled to get any relief.

In rejoinder the management has stated almost same thing as has been stated in its written statement.

4. Rejoinder has also been filed on behalf of the workman stating almost same facts as has been state in written statement.

5. The management has produced MW-1-S.P. Sharma who has proved Exts. M-1 and M-2. The concerned workman has produced himself as WW-1 and has proved Ext. W-1 to W-4.

6. The main argument advanced on behalf of the concerned workman is that his date of birth is 1-7-1956 and not 1-7-1950. He was reading in 5th Class at the time of leaving school and as per school leaving certificate his date of birth is 1-7-1956 which he produced at the time of his appointment on 28-11-1974 to the management. The workman also argued that the management issued Identity Card and also Family Health Card. In I.D. card his date of birth is mentioned as 1-7-1956 and in Family Health card his date of birth is mentioned as 1956. Regarding Identity Card issued by the Election Commission of India in which his age is mentioned as 39 years as on 1-1-95 which comes his date of birth as 1-7-56 and not 1-7-50.

In this respect learned counsel of the management argued that the concerned workman has not produced any original document and Identity Card Ext. W-1 is photo copy in which his date of birth has been record and Ext. W-4 is also photo copy, the original has not been filed. Regarding Identity Card issued by the management has also not been filed by the concerned workman. WW-1 has stated in cross-examination at page 2 that he was given appointment letter, but he has not produced the same. He has further said "I was appointed in the year 1974. I cannot say whether the union representative has written letter according to my instruction. I have Identity Card to prove that I was appointed in N.C.D.C. which I have filed. I cannot say the date of issue of Identity Card by N.C.D.C. It is not a fact that the Identity Card filed by me is a forged and fabricated. The mention of the age as 31 years in the year 1977 by the management in the Identity Card is incorrect. Before joining in N.C.D.C. there was medical examination by the management of N.C.D.C. I have got no paper regarding the medical report of the doctor of the N.C.D.C. regarding my age." It only shows that he has not filed the medical report. Moreover, he has not filed original document i.e. original Identity Card issued by the management and original School Leaving Certificate issued by the School and original Family Health Card issued by the management. Moreover, Form 'B' Register which is maintained by the management shown his date of birth as 1-7-50. Moreover, the concerned workman is literate and he has signed Form 'B' Register as per Ext. M-1 Which is maintained in course of business by the management. I cannot be ignored in any way and Ext. M-2 is service excerpt has been signed by the concerned workman. So it cannot be disbelieved. He joined service on 28-11-74 and it is not possible just after attaining 18 years age he got employment because getting employment is not an easy job. Just after completion of 18 years of age it is not possible to get employment. Moreover, in Form 'B' Register he has given the age of his wife, as per 'X' for identification, 28 years on 28-11-1974, when he joined service his date of birth cannot be in any way 1-7-1956. So, it shows that the date of birth of the concerned as 1-7-50 has been correctly recorded by the management.

7. Accordingly, I render the following award. The action of the management in determining the date of birth of Sri Shankar Modak as 1-7-50 instead of 1-7-56 is justified and the concerned workman is not entitled to any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 27 अगस्त, 2009

का.आ. 2662.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी.सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 304/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-2009 को प्राप्त हुआ था।

[सं. एल-20012/84/2000-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 27th August, 2009

S.O. 2662.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.304/2000) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s B. C. C. L. and their workman, which was received by the Central Government on 27-8-2009.

[No.L-20012/84/2000-IR(C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Section 10(1) (d) & (2A) of Industrial Disputes Act., 1947

Reference No. 304 of 2000

PARTIES : Employers in relation to the management of
Govindpur Area of M/s. BCCL

And

Their Workman

PRESENT : Sri H. M. Singh, Presiding Officer

APPEARANCES

For the Employers : None

For the workman : None

State : Jharkhand Industry : Coal

Dated, 6th August, 2009

AWARD

By Order No. L-20012/84/2000/IR(C-I), dated, 29-9-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal.

“क्या बी. सी. सी. एल. गोविन्दपुर कोलियरी के प्रबंधन द्वारा श्री सुरेश भुइयां, माईनर लोडर को दि. 21-11-95 से बर्खास्त किया जाना विधिवत, न्याय संगत एवं उचित है? यदि नहीं तो कर्मकार किस राहत के पात्र हैं?”

This reference was received in this Tribunal on 9-10-2000 Thereafter, notice was sent to both the parties for filing of written statement. Sri S. C. Gour, appeared and filed Written statement on behalf of the workman. Notice was issued to the management or submission of the written statement as a last chance. But no written statement is filed till 13-7-09.

Hence, it appears that management and the sponsoring union is not interested in contesting the case.

Under the circumstances, I render No Dispute Award in this case.

H. M. SINGH, Presiding Officer

नई दिल्ली, 27 अगस्त, 2009

का.आ. 2663.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी.सी.सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं-1, धनबाद के पंचाट (संदर्भ संख्या 193/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-2009 को प्राप्त हुआ था।

[सं. एल-20012/351/96-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 27th August, 2009

S.O. 2663.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.193/1997) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B. C. C. L. and their workman, which was received by the Central Government on 27-8-2009.

[No.L-20012/351/96-IR(C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of a reference U/s 10(1) (d) & (2A) of Industrial Disputes Act., 1947

Reference No. 193 of 1997

Parties : Employers in relation to the management of
Block -II Area of M/s. BCCL

And
Their Workman
PRESENT : Sri H. M. Singh, Presiding Officer

APPEARANCES

For the Employers : Shri D. K. Verma, Advocate.
For the workman : Shri S. C. Gour, Advocate.
State : Jharkhand Industry : Coal

Dated, the 17th August, 2009

AWARD

By Order No. L-20012/351/96-IR/(C-I), dated, 20-11-1997 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-sec. (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

“Whether the demand of the union for the regularisation of the services of Shri Ramagya Gour, General Mazdoor as Fitter is legal and justified? If so, to what relief is the concerned workman entitled?”

2. Written statement has been filed on behalf of the concerned workman stating that he is a permanent workman in Block-II Area of M/s. BCCL, who has been continuously and satisfactorily working as Fitter since 1988 which is revealed from perusal of the high recommendation of the concerned authority of Block -II Area O.C.P. on the application of the concerned workman containing his request therein for his regularisation as Fitter. He remains engaged in maintenance and repair works of Dozers, Dumpers and other heavy vehicles and that the documents of the management received by the concerned workman bear testimony to these effects. But the concerned workman is being shown in papers working as Tugger Operator and otherwise, he is treated as General Mazdoor which is revealed from perusal of his application dated 22-5-91 made to the Project Officer of Block-II Area O. C. P. which contains inter-alia his request for his regularisation on the post of Fitter. The concerned workman was issued letter of warning dated 23-1-96 by the management which discloses lapses on his part in course of his engagement as Fitter. The concerned workman as well as the sponsoring union represented before the management for regularisation of the concerned workman as Fitter but without any effect. Seeing no other alternative an industrial dispute was raised before the A.L.C. (C), Dhanbad, which ended in failure due to adamant attitude of the management. Thereafter the dispute has been referred to this Hon'ble Tribunal for adjudication.

It has been prayed before this Tribunal to pass an award in favour of the workman by directing the management to regularise the concerned workman as Fitter since 1988 with all benefits.

3. The written statement has been filed on behalf of the management stating that the concerned workman was

holding the substantive post of general mazdoor in category-I and as per the Cadre Scheme, he is to be promoted to the post of helper in category-II and senior helper in category -III and then only can be promoted as Fitter in Category-IV. It has been stated that a general mazdoor in category-I cannot be promoted as fitter in category-IV superseding the workman senior to him in the category-I, category-II and category-III. There is no provision for regularisation of a general mazdoor as fitter from category-I to category-IV circumventing the provision of cadre scheme and depriving the legitimate rights of other workman for their due promotion as per the cadre scheme. The management has not issued any circular or rule permitting the local management to put any person according to their own choice from the post of general mazdoor on the post of a fitter from category-I to category-IV and take work from them and regularise them as category-IV. It has been stated that the concerned workman was/is a general mazdoor and he has not yet been promoted to the post of a helper to work with a fitter, as such, the question of promoting him to the post of a fitter by way of regularisation did not and cannot arise. Therefore, the demand of the union is without any basis and the said demand has been propped up by some interested persons in an attempt to get promotion to higher category by jumping three promotions in the form of regularisation with the help of litigation.

It has been prayed that the Hon'ble Tribunal may graciously be pleased to pass an award holding that the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statements.

5. The concerned workman has produced himself as WW-1 and has proved documents as Exts. W-1 to W-4.

The management has produced MW-1. N. L. Pandey, who has stated in examination-in-chief—“Presently I am posted as Sr. Personnel Officer at Block-II Open Cast Project of M/s. BCCL. The concerned workman, Ramagya Gour, is working over there as General Mazdoor which falls in Category-I. Category-I workman is being promoted in Category-II and likewise the promotion is being granted upto Category-VI and then further the promotion is made as time-rated workman. It is the General Manager who is competent and is empowered to grant promotion. There is one cadre scheme also for such purpose. No workman can be promoted or placed directly in Category-IV from Category-I. Without the approval of General Manager none of the authorities posted at a particular place can place any workman in higher category. The concerned workman is working as a Fitter Helper and it is not a fact that he has been working as a Fitter. The demand of the concerned workman that he should be regularised as Category-IV workman is not justified. The concerned workman was never authorised to perform the job of a Fitter by any competent authority.”

6. In this respect argument advanced on behalf of the concerned workman is that the work of fitter is being taken from the concerned workman but he is not regularised in the post of Fitter and not paid wages for the fitter.

7. The argument advanced on behalf of the management that he cannot be given pay of fitter and he cannot be regularised as the fitter is promotional post. In this respect document filed on behalf of the concerned workman, Ext. W-1 shows that the concerned workman is working for doing the job of repair of dozer due to shortage of fitter and later he was also asked to work. He is very sincere. Ext. W-1/1 is also certificate issued by Engineer dated 30-10-90 regarding repairing of dozer to the satisfaction of the management and Ext. W-1/2 also shows that he has been authorised to work as fitter from 28-3-91. Ext. W-2/I is representation on behalf of the concerned workman dated 12-4-91 for naming his designation as fitter and also for his demand of wages. Ext. W-2 also is representation dated 14-5-91. In this respect report of Engineer (Exvn.) has also been made on Ext. W-2 stating that he is working as a good fitter and it has been recommended to promote him in higher grade. Ext. W-3 shows that he has been named by the management as fitter on 13-3-93 and also as per other papers dated 14-12-93 4-2-93 and 3-7-93 which show that he is working as fitter from 17-7-93. He has moved number of applications to the management dated 28-11-91, 8-12-91, 22-5-91 but no action has been taken by the management. He also has given application on 22-1-2001 and as per management paper dated 22-2-2001 his designation was issued by the management as fitter and also as per management's paper dated 7-11-2000 he has been named as fitter and as per paper dated 28-1-2000 he has been designated by the management as fitter. Leave sanctioned by the management dated 26-2-2000 his designation has been mentioned as fitter. There are number of applications moved by the concerned workman which shows that he is working as fitter, but he has not been regularised and he has not been paid wages of the post of fitter. In this respect management's witness MW-1 stated in cross-examination that he is working in the Open Cast Project since 5-4-2000. He has got no personal knowledge about the developments made in the said project prior to the date of his joining. He has admitted that as per the Mines Act, Manager and Agent both are considered as Incharge of mines. For proper functioning of the mines it is the Manager who is responsible. Under the Cadre Scheme there is no provision for regularisation. The present case relates to the regularisation of the concerned workman. He is not aware of any Certified Standing Order which lays down the provision that in case a workman works continuously on a particular nature of job then he is to be regularised on the same. His duty in the said Project is always in office. So, it shows that the management is taking work of fitter from the concerned workman but not regularised and not giving the wages of fitter. So the action of the management is unjustified and the concerned workman is entitled for wages from the date of working as fitter.

8. Accordingly, I render the following award. The demand of the union for the regularisation of the services of Shri Ramagya Gour, General Mazdoor as Fitter is legal and justified and the concerned workman is entitled for wages from the date of working as Fitter. The management is directed to implement the award within 30 days from the date of publication of the award.

H. M. SINGH, Presiding Officer.

नई दिल्ली, 27 अगस्त, 2009

का.आ. 2664.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंडियन ऑयल कॉर्पोरेशन लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 87/01, 69/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-2009 को प्राप्त हुआ था।

[सं. एल-30012/131/97-आई आर (सी-1)]

[सं. एल-30012/132/97-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 27th August, 2009

S.O. 2664.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.87/01, 69/99) of the Central Government Industrial Tribunal/Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Ltd. and their workman, which was received by the Central Government on 27-8-2009.

[No. L-30012/131/97-IR(C-1)]

[No. L-30012/132/97-IR(C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. no. 97/2003 and 22 others

(as mentioned in the list below)

Shri Anil Kumar & 22 Others

(as mentioned in the list below)

Applicants

Versus

The Executive Director, Indian Oil Corporation Ltd.,
Panipat Refinery, Panipat-132140.

Respondent

APPEARANCES

For the workman	Shri Karan Singh, AR.
For the Management	Shri Vivek Kaushal, Advocate

AWARD

Passed on 11-8-09

This award shall dispose off 23 references of different workmen referred by the Central Government by different

Notifications. The references which are being disposed off by this award are as follows:-

No	I.D. No.	Reference no.	Parties Name
1.	97/03	L-300 12/27/2002 IR (M) Dated 02-04-2003	Anil Kumar Vs. I.O.C.L.
2	103/03	L-300 12/28/2002 IR (M) Dated 02-04-2003	Tejbir Vs. I.O.C.L.
3.	101/03	L-30012/24/2002 IR (M) Dated 02-04-2003	Rajbir Vs. I.O.C.L.
4.	99/03	L-30012/19/2002 IR(M) Dated 02-04-2003	Dilbag Vs. I.O.C.L.
5.	21/05	L-300 1 2/46/2002 IR (M) Dated 04-05-2005	Rajesh Kumar Vs. I.O.C.L.
6.	27/01	L-30012/105/2002IR(M) Dated 08-01 -2001	Naresh Vs. I.O.C.L.
7.	28/01	L-30012/104/2002 IR(M) Dated 24-01 -2001	Raj Pal Vs. I.O.C.L.
8.	87/01	L-30012/131/97 IR(C-I) Dated 04-03-1999	Rohtas Vs. I.O.C.L.
9.	30/2000	L-30012/74/1999 IR(M) Dated 24-01-2000	Vishnu Dutt Vs. I.O.C.L.
10.	31/2000	L-30012/73/1999 IR(M) Dated 24-01 -2000	Sitender Vs. I.O.C.L.
11.	26/05	L-30012/10/2002 IR (M) Dated 08-06-2005	Karamvir Vs. I.O.C.L.
12.	46/04	L-30012/21/2004IR (M) Dated 02- 11-2004	Randhir Singh Vs. I.O.C.L.
13.	568/05	L-300 1 2/26/2002 IR (M) Dated 02-04-2003	Subhash Vs. I.O.C.L.
14.	56705	L-300 12/25/2002 IR (M) Dated 02-04-2003	Sat Pal Vs. I.O.C.L.
15.	98/03	L-30012/23/2002IR (M) Dated 02-04-2003	Krishan Vs. I.O.C.L.
16.	566/05	L-300 12/20/2002 IR (M) Dated 02-04-2003	Suresh Kumar Vs. I.O.C.L.
17.	11/07	L-300 12/40/2006 IR (M) Dated 15-01-2007	Sat Pal Vs.I.O.C.L.
18.	14/07	L-30012/39/20061R (M) Dated 15-01-2007	Surinder Singh Vs. I.O.C.L.
19.	1/03	L-300 12/2/2002 IR (M) Dated 10-12-2002	Jaibir Vs. I.O.C.L.
20.	29/01	L-30012/103/2000 IR(M) Dated 24-01-2001	Inder Vs. I.O.C.L.
21.	27/05	L-300 12/9/2002 IR(M) Dated 08-06-2005	Ishwar Singh Vs. I.O.C.L.
22.	28/05	L-300 12/8/2002 IR(M) Dated 08-06-2005	Jasbir Singh Vs. I.O.C.L.
23.	69/99	L-30012/132/97-IR(C-I) Dated 23-02-1999	Joginder Singh Vs. I.O.C.L.

Common questions of law and facts are involved in these references; hence, all the references are hereby disposed of by this award. No doubt the nature of work of few set of workmen was different. Few workmen alleged that they worked as Sweepers, whereas, the others contended that they worked as Mechanic or other some types of similar work. But as stated earlier, the common question for adjudication is same and that is whether there existed any employer-employee relationship between the management of Indian Oil Corporation and the workmen? The relative issue is to what relief the workmen are entitled?

On perusal of the pleadings of the parties, it is evidently clear that workmen have challenged their termination order being violative of the provisions of Industrial Disputes Act. It was contended by the workmen that they were engaged by the management of Indian Oil Corporation directly. They were under the administrative control of the management of the Indian Oil Corporation and they were paid wages by the Indian Oil Corporation. On the other hand, the management of Indian Oil Corporation has alleged that all the workmen were engaged on contract and they were the employees of the contractor and not of the Indian Oil Corporation.

Opportunity for adducing evidence was given to the workmen and the management. Evidence was accordingly, recorded. Documentary evidence was also filed in some cases by the workmen and almost in all the cases by the management as well. No doubt, the contention in some of the references is different; accordingly, the same shall be dealt with in this award separately. At the cost of repetition, the main issue is the same, i.e. employer-employee relationship.

The evidence of the workman was recorded and in different sets of references, different officer of management was examined. I have gone through the pleadings and evidence of the parties in all the references. It is evidently clear that the matter involved in all the references is almost similar and the grievances can be redressed by a single award. No doubt, in few references there are some additional pleas taken by the workmen. The pleas so taken shall be discussed and dealt with separately in this very award. Thus, for the purpose of adjudication of all the references, considering similar nature of reference, I am consolidating the files and answering all the references by this award.

I have heard the parties at length. The main arguments of the workmen and their learned legal representative/ counsel are that all the workmen were engaged/appointed by the management of Indian Oil Corporation directly and if their appointments have been shown through contractor by the management, it is illegal being against the provisions of the Contract Labour (Regulation and Abolition) Act, 1970. It was further argued that all the workmen were directly under the administrative control of the management and they were paid wages by the management of Indian Oil Corporation and in fact, they were the employees of the Indian Oil Corporation and not of the contractor.

On the other hand, learned counsel for the management of Indian Oil Corporation submitted that there existed no relationship of employer-employee between the management of Indian Oil Corporation and the workmen. The services of the workmen were provided by the different contractors. The consolidated contracted amount was paid to the contractor by the management of Indian Oil Corporation, and thereafter, the wages of the workmen were paid by the contractor and not by the management of Indian Oil Corporation. It was further argued by the learned counsel of the management that there has been no violation of any provisions of the Contract Labour (Regulation and Abolition) Act, 1970. If there is a violation of any provisions of the said Act, the workmen were not to be treated as direct employee of the Indian Oil Corporation but it will result into criminal action against the concerned authorities under the penal provisions of the said Act.

The Issue of employer-employee relationship between the management of Indian Oil Corporation and the workman is a mixed question of facts and law, and accordingly, shall be adjudicated on the basis of evidence and pleadings of the parties.

In all the references, it is admitted fact that no appointment letter was issued by the management. It is denied by the workmen that the payment of wages were made good by the contractors but on perusal of the documents filed by the management, it is evidently clear that the payment to the workmen were made good by the respective contractors and not by the management of Indian Oil Corporation. Hon'ble Supreme Court in 2008 LLR-801, GM ONGC Silchur Vs ONGC Contractual Workers Union had laid down the criteria to establish the direct employee-employer relationship between the workmen and the management of any organization. If we apply the ratio of GM ONGC Silchur's case (supra), the workmen have to prove the following facts to establish the employee-employer relationship:-

1. That there existed a relationship of master and servant.
2. That there was no contractor appointed by the management of Indian Oil Corporation Ltd.
3. The management of Indian Oil Corporation Ltd., used to supervise the alleged work assigned to individual workers.
4. That the management of Indian Oil Corporation Ltd. took disciplinary action and called for explanations from the workers.
5. That the workers were paid wages by the management of Indian Oil Corporation Ltd., directly and not through the contractor.
6. At the cost of repetition, the wages were paid directly to the workers by the management of Indian Oil Corporation Ltd., and the acquaintance roll were prepared by the management of Indian Oil Corporation Ltd., to make the payment to the workers.

If the above mentioned ratio of GM ONGC, Silchur's case (supra) is applied in all the references, it is clear that workmen have failed to prove that they were appointed/engaged by the management of Indian Oil Corporation. There is no iota of evidence on record to prove that they were directly under the administrative control of the management of Indian Oil Corporation. No doubt, it is contended by the workmen that their attendance were marked by the officers/officials of management of Indian Oil Corporation, but it will not be sufficient to prove the administrative control over them.

In I.D. Nos. 1/2003, 97/2003, 98/2003, 99/2003, 101/2003, 103/2003, 566/2005, 567/2005 and 568 of 2005 the workmen who alleged to work as the sweepers in the office of management of Indian Oil Corporation, contended that there is a difference in the nature of documents filed by them and provided by the management of Indian Oil Corporation. When I perused the documents in detail during the course of arguments, it came to my notice that at the top of the attendance sheet there is a sign of a small piece of paper and after getting the zeroex something was written on zeroex paper and it was further zeroxed and filed by the workmen in these references. This event was accepted by the learned counsel for the workmen that it seems to be zeroxed by putting some small piece of paper at the space where the name of principal employer was written. Thus, under such circumstances this piece of paper (attendance sheet) cannot be considered in creating the masterservant relationship between the workmen and the management of Indian Oil Corporation.

All the workmen were supposed to file/adduce some cogent evidence like sanction of leave application, disciplinary action taken by the management of Indian Oil Corporation, if any, etc. Few instances have been shown by the workmen in their cross-examination. When they were examined by the Tribunal, they stated that they used to apply leave to the officer of Indian Oil Corporation. But there is no piece of document provided to this Tribunal to prove that leave were ever sanctioned to any workmen by the management of Indian Oil Corporation. Thus, the instances enumerated by the workmen in the references are not sufficient to constitute the administrative control by the management of Indian Oil Corporation over all the workmen. Accordingly, the workmen have failed to prove that they were under the administrative control of the management of Indian Oil Corporation.

On the payment of wages, the management of Indian Oil Corporation has filed the documentary evidence, which proves that consolidated amount on the basis of number of days worked by the workmen were given to the contractor and the contractor on the other hand used to pay wages to the workmen. The management has filed all the relevant documents, such as, attendance sheet signed by the officers of the Indian Oil Corporation, order of payment passed on attendance of the workmen to the contractor, and thereafter, the payment of wages by the contractor to the workmen. Moreover, the management has also filed the detailed description of pay rolls containing

all the details of payment of wages made good to its workmen, employees and officers. The name of workmen did not find place in these pay rolls.

The management of Indian Oil Corporation has also apprised this Tribunal that there is the procedure for recruitment of workmen for a particular work. No workman was recruited/appointed as per the rules of the department. Their services were provided by a contractor on outsourcing.

On perusal of all the evidence, oral and documentary, given by the workmen/officer of the management of the Indian Oil Corporation, I am of the view that payment of wages to all the workmen were made good by the contractor and not by the management of Indian Oil Corporation.

The above discussion proves that neither the workmen were appointed/engaged by the management of the Indian Oil Corporation nor they were under the administrative control of the Indian Oil Corporation. They were also not paid the wages by Indian Oil Corporation. Hence, there existed no master-servant relationship between the management of Indian Oil Corporation and the workmen. In few of the references, it is contended by the workmen that the contractor, if any, shown by the management of Indian Oil Corporation was camouflage and shame. In ONGC Silchur's case (supra), the conditions under which a contractor can be treated as camouflage and shame are mentioned. Hon'ble Supreme Court in this case has relied upon the law laid down in Steel Authority of India Ltd. and others Vs National Union Water workers and Others AIR 2001 SC3527. The question before this Tribunal is under what circumstances the contract between management of Indian Oil Corporation and the workmen can be held to be shame and camouflage? In case the contract has been held to be shame and camouflage, the contract labour working under the management of principal employer are held to be the employees of the Indian Oil Corporation. It depends on the facts and circumstances of each case, whether the contract executed in between management and the contractor is camouflage and shame? It is also an issue of facts and has to be decided on the facts and circumstances of the case. Whether there is a genuine contractor, and whether there is a proper master-servant relationship in between the management of the Indian Oil Corporation and the workmen also depends on the facts and circumstances of each reference. The Court/Tribunal has to apprise whether these facts emerged in reality or there was some paper arrangement to make the payment good to the workmen through contractor.

In few of the references, the nature of contractor is challenged by the workmen. No doubt, almost in all the references it is not mentioned in the pleadings that there was a contract between the contractor and the management of Indian Oil Corporation. But the documents provided and filed by the management of Indian Oil Corporation proved that the Workmen were having the notice and

knowledge that their services are being taken through a contractor. On the basis of the documents, I am of the view that prior to raising the Industrial dispute; the workmen were having the knowledge and notice that their services were provided to the management of Indian Oil Corporation through contractor, but there is no mention of this fact in pleadings almost in all the references barring few. It is contended by the workmen that the contract is shame and camouflage and void being against the provisions of Contract Labour (Regulation and Abolition) Act, 1970. Unless and until the terms and conditions as laid down in GM ONGC's case (supra) are not fulfilled, no workman can be treated as the direct employee of Indian Oil Corporation.

The next issue for the disposal before this Tribunal is whether the workmen will be deemed to be in the services of the management of Indian Oil Corporation on account of violation of any of the provisions of Contract Labour (Regulation and Abolition), Act 1970. It is issue of law and has limited concern with the facts. On the issue of facts, I have already given my view that the workmen are not employees of the management of Indian Oil Corporation but their services were provided by the different contractors to the management. As this issue of law is also raised by the parties, it is the duty of this Tribunal to decide it as well. On this issue, I am of the view that there may be three circumstances :—

1. There may be a case where the practice of contract labour is prohibited by the appropriate Government under Section 10(1) the Contract Labour (Regulation and Abolition) Act, 1970.
2. There may be an issue regarding the registration of establishment of principal employer under Section 7 of the Contract Labour (Regulation and Abolition) Act, 1970.
3. There may be an issue regarding the license by the contractor under Section 12 of Contract Labour (Regulation and Abolition) Act, 1970.

The issue to be decided is whether in the case of violation of any of the provisions mentioned under Section 10(1), Section 7 and Section 12 of the Contract Labour (Regulation and Abolition) Act, 1970, the contract labour shall be deemed to be an employee of the principal employer?

This issue has been settled by Hon'ble the Apex Court in Steel Authority of India Ltd.'s case, (supra). Moreover, Punjab and Haryana High Court in Food Corporation of India and others Vs. Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh and others 2008 LLR 391; has decided this issue after relying the ratio of Steel Authority of India Ltd., case (supra). Without mentioning the relevant paras of

Steel Authority of India Ltd's case (supra) and of Food Corporation of India and others Vs. Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court-I's case (supra), I am relying the ratio of both of the judgments and the ratio of both of the judgment is that if there is any violation of Section 7, Section 10 and Section 12 of The Contract Labour (Regulation and Abolition) Act, then only penal provisions of Section 23 and Section 25 of the said Act are attracted. Hence, it is nowhere provided that such employees, employed through the contractor would become employees of the principal employer. I have gone through the facts and circumstances of the case. Almost in all the, references the registration and the license have been produced by the management of Indian Oil Corporation. It may only resulted in penal actions under Section 23 and Section 25 of the Contract Labour (Regulation and Abolition) Act, 1970, if there is any violation of any provisions of the Contract Labour (Regulation and Abolition) Act.

Accordingly, I am of the view that none of the workmen was the employee of the management. There was no relationship of master-servant and employer and employee between the workmen and the management of Indian Oil Corporation. Thus, no question for termination of the services of the workmen by Indian Oil Corporation arises. All the references are answered accordingly and the workmen are not entitled for any relief. Let the Central Government be informed, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 31 अगस्त, 2009

का.आ. 2665.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं-2, मुम्बई के पंचाट (संदर्भ संख्या 2/93/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-8-2009 को प्राप्त हुआ था।

[सं. एल-12011/160/2002-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 31st August, 2009

S.O. 2665.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/93/2002) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 28-8-2009.

[No. L-12011/160/2002-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

A. A. LAD, Presiding Officer

Reference No. CGIT-2/93 of 2002

Employers in relation to the management of Bank of India
The General Manager (Personnel)
Bank of India,
Mumbai South Zone, BoI Building
70/80, M. G. Road, Fort
Mumbai-400 023.

And

Their Workman
The General Secretary
Bank of India Staff Union
BoI Building, Ground floor
70/80, M. G. Road, Fort
Mumbai-400 023.

APPEARANCES

For the Employer : Ms. Nandini Menon
Advocate
For the workmen : Mr. P. D. Patel
Advocate

Mumbai, Dated, 23rd July, 2009.

AWARD Part-II

The Government of India, Ministry of Labour by its Order No. L-12011/160/2002/IR (B-II), dated, 7-11-2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Bank of India, Mumbai South Zone, Mumbai in dismissal of Shri Shasikant Orak from services w.e.f. 23-11-2000 is justified? If not, what relief the workman Shri Shasikant Orak is entitled to?"

2. In support of their demand, General Secretary of the Bank of India Staff Union, Mumbai filed claim statement at Ex-8 making out case that, concerned workman i.e. Orak is a member of their union and has served with first party Bank for 33 years. According to union, workman Shri Orak was dismissed without following due process of law. He worked as a Special Assistant at Mumbai Central Branch of Bank of India during the relevant period.

3. According to union, some fraud was detected by Bank for which complaint was lodged by Bank with Police. Police investigated the fraud but unable to nab any culprit and closed the case. Bank was not happy with the result of the Police investigation and decided to proceed independently against workman Orak by leveling charge of forging signature of Smt. Bhambhani, the customer of Bank and encashing cheque on her forged signature and

withdrawing cash from the account of Smt. Bhambhani. Opportunity was not given to concerned workman by the Inquiry Officer. Enquiry was conducted biasly. Findings given by Inquiry Officer were not given on the basis of evidence recorded in the enquiry. All that happened by violating Principles of Natural Justice and finding given by Inquiry Officer is perverse. Even action taken by management of dismissal on the basis of said findings is not just and proper. The role played by Mrs. Zanjarao Mr. Kotian, Mrs. Vedpathak and other officers who were concerned with handling of Savings Bank Account was not considered by Inquiry Officer. Even admission given by witness Manjrekar is not considered by Inquiry Officer. Management did not consider the result of investigation done by Police as Police unable to nab any of the culprits. Even admission of Mrs. Vedpathak that, she signed cheque while posting it on M.E. 9 was not considered. So it is submitted that enquiry conducted is not just and proper and findings of the Inquiry Officer are perverse and prayed to set aside it with said dismissal.

4. This is disputed by first party Bank by filing Written Statement at Ex-12 making out case that reference, is not maintainable as decision taken by Bank cannot be challenged before this Tribunal. It is stated that, very serious allegations are leveled against workman Shri Orak. Allegation of fraudulently withdrawing a huge sum of money from the bank account of a customer, by forged cheques which had been obtained on the basis of forged cheque requisition slips. During the relevant period concerned workman was functioning as Special Assistant at Mumbai Central branch and he was Incharge of cancellation of cheques in Savings Bank Department. On the basis of admissions given by concerned workman and with the help of evidence of sub-staff, fraud was proved against concerned workman in the inquiry. In the Inquiry, Inquiry Officer discovered that, concerned workman acted prejudicially to the interest of the Bank. The charges were specifically set out in the chargesheet and Departmental Enquiry was conducted by giving full opportunity to the concerned workman and it was conducted by following Principles of Natural Justice. Concerned workman was allowed to take assistance of his representative and appear in the enquiry proceedings. After holding enquiry, Inquiry Officer found concerned workman guilty of the charges. Copy of the inquiry report was supplied to concerned workman and showcause notice was given enquiring with him as to why serious decision of dismissal cannot be taken against him? Even personal hearing was given with his representative on the punishment and then punishment was given. He was permitted to make Departmental Appeal and after hearing him with his representative, appeal was set aside. One has to note that, first party is a public financial institution dealing with public money. Accordingly, it has taken proper decision to proceed against concerned workman as the act of the concerned workman was against the interest of the Bank and against public interest. The enquiry conducted was just and proper and punishment awarded is proportionate to the charges leveled against and proved against concerned workman. It is further stated

that, during that period i.e. 8-9-97 to 29-10-97 an amount totaling to Rs. 1,52,000 was found fraudulently withdrawn from SB account No. 25253 of Smt. R. T. Bhambani and Smt. K. G. Bhambani who were having Savings Bank account at Mumbai Central Branch. Fraud was perpetrated by using four cheque leaves from the cheque book No. 524641-650 obtained in the account on 14-8-97 on the basis of a forged cheque requisition slips. The cheques used for defrauding bank and also the cheque book requisition slip and the acknowledgement slip were not traceable. The previous cheques series fed into the computer had been deleted. The original specimen signature card was replaced by fictitious specimen signature card in order to ensure that four cheques were duly passed by the official concerned. However said fictitious specimen signature card had also been removed after the perpetrations of the fraud to prevent detection. It was therefore evident that, frauds were perpetrated with the active involvement of a staff member who had access to the Bank's records. During that period, concerned workman was functioning as a Special Assistant and he was having easy access to the record of specimen signature cards preserved by the Bank. He also used intentionally different types of initials on withdrawal slips. Bank discovered during that investigation that concerned workman had interfered with computer SB-1 and SB-2 on the relevant dates and had also discovered during investigation that the turnover in the savings bank and over drafts were found to be beyond his net salary. The income of concerned workman was not proportionate. So by serving chargesheet dated 8-12-99, concerned workman was charge sheeted. Enquiry was conducted. Evidence was recorded by Inquiry Officer in the presence of concerned workman and his representative. Full opportunity was given to concerned workman. Bank examined officers namely Mrs. Zanjarao, Shri Kotian, Shri Palekar Shri Engineer and Mrs. Ved Pathak all deposed in what way concerned workman had meddled with computer resulting in fraud affected on the Bank. In the deposition, these witnesses established that, concerned workman had access to two different machines and that he had accessed said in two different names and that he was also using two different initials. It was also detected that concerned workman deliberately and intentionally suppressed his identity in case of inquiry. After holding enquiry and after recording evidence by giving full opportunity to concerned workman, Inquiry Officer concluded concerned workman guilty of charges and accordingly findings were given. So it is submitted that, finding given by Inquiry Officer may be observed just and proper and be declared that enquiry was conducted by following principles of natural justice.

5. Rejoinder is filed by General Secretary of Union for second party workman at Ext. 13 stating and contending that, it denies the contention taken by first party in Written Statement. It is also contended that prosecuting concerned workman by issuing charge sheet and conducting enquiry is nothing but highhandedness of the first party. General Secretary further contends that bank did not understand what is the meaning of circumstantial evidence and

how to read it. He further contends that there are imaginary assumptions by the Bank and on the said basis, it observed concerned workman guilty of the charge of fraud. General Secretary further contended that, even Police unable to find out the fault of concerned workman and how he was related to the alleged incident for which he was punished by the Bank. General Secretary further denies the contention taken by bank in para 3 to 7 as well as 8 of the written statement. Even General Secretary denies the stand taken by first party in further paras of the written statement. General Secretary further contended that, concerned workman did not meddle with the computer as alleged and took advantage of his sitting near the specimen signature box and having easy access to see such specimen signatures and take disadvantage of it. It is contended that, infact Bank want that concerned workman should accept charges and wanted that he should accept the guilt. It is contended that, by this policy against concerned workman. Bank want to show that it will take such actions to teach lessons to other employees. It is contended that, Bank has victimised the concerned workman for others and he alone cannot be held responsible. So it is prayed that, these charges were not proved and submit that concerned workman should be reinstated with benefits of backwages and continuity of service.

6. In view of the above pleadings, my Learned Predecessor framed issues at Ex. 20 which were then recasted on the strength of order passed on Ex. 27. Out of those issues, issues nos. 1 to 3 were tries as preliminary issues and while passing part-I award on 15-04-2008, this Tribunal observed, enquiry fair and proper. This Tribunal also observed findings not perverse and directed both parties to appear to adjudicate the point of quantum of punishment. Accordingly following issues i.e. issues no.4 to 6 are taken for discussions which are answered against it.

Issues		
Findings		
(iv)	Whether first party justify the action of dismissal served on concerned workman Shahshikant S. Orak w.e.f. 23-11-2000?	
yes		
(v)	What relief second party is entitled to get?	No. relief
(vi)	What order?	as per order below.

Reasons

Issues nos. 4 to 6:-

7. By passing Part-I award on 15-4-2008 this Tribunal observed enquiry fair and proper. This Tribunal also observed findings not perverse. That means, charges leveled against concerned workman of forging signature of Smt. Bhambani the customer of the bank and encashing cheque of her forged signature and withdrawing cash from

her account is proved. The concerned workman challenged the enquiry saying that, no proper opportunity was given to him. He challenged the enquiry urging that, fair opportunity was not given to him. He also challenged enquiry saying that, Inquiry Officer was biased and finding given by him is perverse. While deciding those points, this Tribunal observed full and proper opportunity was given to concerned workman and this Tribunal also observed, findings given by Inquiry Officer not perverse and it was given on the evidence which was placed before him. It is pertinent to note that said decision is not challenged by concerned workman.

8. Now evidence led by the concerned workman by filing affidavit in lieu of examination in chief at Ex. 37 where he again states that, there was no evidence against him to hold him guilty of the charges. He also referred his past service record claiming that it was unblemished, clean and it was not considered while awarding punishment. He also alleged that, his case was not dealt as per Bi-partite settlement and Bank did not consider his past record while awarding punishment. He also alleges that Bank has taken lenient view while punishing Mrs. Ved Pathak, Mr. Kotian & Mrs. Zunjarao, but same benefit was not given to him and claim that, first party acted biasly. On that in the cross this concerned workman alleged that he was doing work of withdrawal/cancellation of slips. He also admits that he was having easy access of the specimen signature cards of the customers. He also admits that he was aware of computer operation and worked as Computer Operator. He admits that, as alleged because of misconduct which was leveled against him, bank suffered loss of Rs. 1.52 lakhs. He also admits that, due to said alleged incident, Bank was defamed in the society. He admits that, Mrs. Ved Pathak was guarantor to his son's loan taken from the same bank. He admits that he preferred appeal on that punishment on which personal hearing was given. He also claimed that like him, other staff members were also having easy access to the specimen signature cards of the customers. On that first party led evidence of Narayan Kedekar by filing his affidavit in lieu of examination in chief at Ext-38 to show how punishment is just and proper. Said witness states that, concerned workman was working as a Special Assistant with Mumbai Central Branch and he was incharge of cancellation of cheques in Savings Bank Department. He alleged that, concerned workman was sitting close to the cabinet in which specimen signature cards were kept and was having easy access to the said specimen signature cards. He states that, concerned workman used to intentionally use different type of initials in token of cancellation of cheques/ withdrawal slips. He states that, in the preliminary investigation Bank discovered that concerned workman had interfered with the computer SB-I and SB-2 on the relevant dates. He further contended that during the course of investigation, the turn over of savings bank and over draft accounts of concerned workman was found disproportionate and beyond his source of income. He alleged that, from that Bank prima facie concluded concerned workman is doing wrong things by which there were disproportionate entries in the SB

account and over draft account facility. He further alleged that concerned workman had access to two different machines and was using the same in two different names and was using two different types of initials. He alleges that concerned workman knew the pass word of the other computer operators and he was meddling with machines and posting cheques some time before business hours and some time after business hours. In the enquiry concerned workman was held responsible for the alleged incident. In the cross no any reason is coming to disbelieve the witness regarding statements given by him about work of concerned workman since it appears that, it was given on the basis of preliminary investigation conducted by the bank.

9. Written arguments is submitted by the advocate of first party at Ex. 41 with some citations. Heard advocate for the second party.

10. Here, at this stage, we are on the point of quantum of punishment. As stated above, in part-I award enquiry was observed fair and proper. While passing Part-I award, it was also observed that, findings are not perverse. Now point of quantum of punishment arises and we have to see whether, punishment given of dismissal is just and proper.

11: Here charge of misconduct was leveled against concerned workman alleging that, while he was working as Special Assistant with Mumbai Central branch he was incharge of cancellation of cheques in Savings Bank Department. It was also alleged that, they were serious charges, so charge of misconduct was leveled against concerned workman in which Bank suffered loss upto Rs. 1.52 lakhs and it was case of the bank that, concerned workman fraudulently withdraw said amount from Savings Bank Account no. 25253 standing in the names of Smt. R.T. Bhambani and Smt. K.G. Bhambani. It was also alleged that, by using four cheque leaves from the cheque book no. 524641-650 obtained in the account on 14-8-97 on the basis of a forged cheque requisition slips. It is case of the Bank that, said cheques were used for defrauding the bank and by issuing requisition slips said amount was withdrawn by the concerned workman. It was also alleged that, concerned workman used initials of two different types in token of posting of cheques/withdrawal slips. Even Bank in the preliminary investigation found that, there was misappropriate entries in his savings account as well as in his overdraft account. It is alleged that concerned workman could not explain the disproportionate entries in his account. So charge of such nature was leveled against concerned workman and in the preliminary investigation as well as in the Departmental Enquiry, he found guilty of the charges. Relying on the findings given by the Inquiry Officer, punishment was awarded of dismissal.

12. The stand of concerned workman is that, others are let off by taking lenient view but he alone is punished. In my considered view, that discretion is with the employer and employee cannot demand equal punishment from the employer. Besides it is not shown what were the charges levelled against other employees against whom First Party alleged to have taken lenient view. He has not shown

what is the difference between the charges leveled against him and the charges levelled against those four employees? It was not shown by the concerned workman, whether similar charges were levelled against those and are proved and still leniency is taken by first party and that benefit is not given to him. On all these counts, concerned workman is silent. Simply he alleges that, discrimination was made by first party while awarding punishment.

13. Besides he alleges that his past record is not considered. According to me, question of looking past record while passing punishment against the employee who faced such serious charges of misconduct of withdrawing amount with help of forged signature cannot help concerned workman to take benefit of it. Moreover it is not pointed out how his record was good and how he can claim that his past record was clean and unblemished? Besides while awarding punishment on such type of charges, which are proved and not challenged by concerned workman, how workman of this type can expect leniency? No reason is given by the concerned workman. Against that first party's advocate place reliance on the following citations to show how prayer of second party at this stage is not legal and how he cannot get relief of past record or on his previous performance. Those citations are; citation published in (2008) 8 SCC 92 SBI V/s. S.N. Goyal, 2003 (3) SCC 605 UPSRTC V/s. Hoti Lal, (2006) 3 SCC 150 Syndicate Bank V/s. V.G. Kurati, (2005) 7 SCC 435 SBI V/s. Bela Bagchi, (2005) 6 SCC 321 Canara Bank V/s. V.K. Awasthy, (2005) 10 SCC 84 Damoh Panna Sagar Rural Regional Bank V/s. Munna Lal Jain, (2004) 13 SCC 681 K. Raveendran V/s. Deputy General Manager, Canara Bank, (2003) 4 SCC 364 Chairman & MD United Commercial Bank V/s. P.C. Kakkar, (2006) 1 SCC 430 Hombe Gowda Educational Trust V/s. State of Karnataka, (2005) 3 SCC 254 Divisional Controller V/s. A.T. Mane, (2005) 2 SCC 481 Bharat Heavy Electricals Ltd. V/s. M.C. Reddy, (2007) 1 SCC 222 APSRTC V/s. R.S. Sankar Prasad, (2006) 6 SCC 187 Divisional Engineer, NEKRTC V/s. H. Amaresh, (2006) 10 SCC 572 S. Pathrella V/s. Oriental Bank of Commerce, (2007) 9 SCC 15 Remesh Chandra Sharma V/s. Punjab National Bank and (2006) 1 SCC 479 UP State Brassware Corporation V/s. Uday N. Pandey and there is no question to raise quarrel on it.

14. If we consider all this, coupled with case made out by both. I conclude that, punishment awarded to concerned workman in the set of circumstances of the charges leveled against him which were proved and which are not disturbed till this moment does not permit concerned workman to pray any other relief as prayed. So I observe that, punishment awarded of dismissal does not require to interfere observing concerned workman is not entitled to any other benefit. So I answer above issues to that effect and passes the following order:

ORDER

Reference is rejected.

Date: 23-7-2009

A. A. LAD, Presiding Officer

नई दिल्ली, 31 अगस्त, 2009

का.आ. 2666.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 17/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-8-2009 को प्राप्त हुआ था।

[सं. एल-12012/126/2005-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 31st August, 2009

S.O. 2666.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2006) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Indian Overseas Bank and their workmen, which was received by the Central Government on 28-8-2009.

[No. L-12012/126/2005-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Friday, the 21st August, 2009

Present : A. N. Janardanan, Presiding Officer

Industrial Dispute No. 17/2006

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Overseas Bank and their workmen)

BETWEEN

Sri C. Munusamy : Petitioner/I Party

Vs.

The Regional Manager, : Respondent/II Party
Indian Overseas Bank,
Regional Office,
Chennai-636004

APPEARANCE

For the Petitioner : M/s. Balan Haridas

For the Management : M/s. N. G. R. Prasad

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12012/126/2005-IR(B-II) dated 24-2-2006

referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is :

"Whether the action of the Management of Indian Overseas Bank in imposing the punishment of discharge from service upon Sri Munusamy an ex-messenger is legal and justified? If not, to what relief the ex-workman is entitled to?"

2. After the receipt of the Industrial Dispute, the referred ID was taken on file as ID 17/2006. Pursuant to notice both the parties entered appearance through their respective counsel and filed their Claim and Counter-Statement as the case may be.

3. In the Claim Statement, the petitioner briefly states as follows :

The petitioner who joined services under the Respondent/Bank as a temporary messenger in the year 1985, confirmed in 1989 while was at Fairlands Branch was on 11-4-2003 charge sheeted for misbehaviour towards superiors. He submitted reply on 20-4-2003 without considering which an enquiry was conducted. In the enquiry he was denied representation by a Union Representative and deprived him of effective defence. The enquiry was conducted unfairly. He was asked to sign on some prepared papers and he was thereafter being informed that the enquiry was over also after marking his presence in the enquiry. He refused to sign since he had information that the officials conspiring with Union Office Bearer Kandasamy were out to dismiss him. Senior Regional Manager, Sri Ramarathnam also compelled and physically forced him to sign. So he felt signing the papers without knowing the contents for the fear that they would put him in further difficulties. So he refused to sign. Vide letter dated 13-8-2003 alleging misbehaviour with Enquiry Officer on 25-7-2003, he was suspended and chargesheeted on 8-11-2003. No enquiry was conducted. Vide letter dated 28-2-2004 confirmed the original discharge. The allegations were (i) refusal to bring the Jewel Loan Ledger before Dy. Manager of Odapatti Branch, (ii) abusing the Dy. Manager and throwing of Jewel Loan Card (iii) abusing the Dy. Manager inside the dining hall, (iv) Shouting and threatening the Chief Officer inside the Cabin (v) Shouting at the Chief Officer (vi) Shouting gesticulating his hands. The other allegations are dragging outsiders in the Departmental enquiries, non-cooperation with the Enquiry Officer, on 25-7-2003 and leaving without signing the proceeding. Creating scene of abusing at the higher officials in the Bank Hall, rolling down in the steps by way of fresh allegations which is against the principles of natural justice. The finding is not based on the evidence but on extraneous related records. He hails from a poor Scheduled Caste community. Salem Regional Asstt. General Secretary of AIOBEU refused to assist him. So also the President. The enquiry procedure is arbitrary. He had no reasonable

opportunity to defend or of being heard. The Management Witnesses were not effectively cross-examined. A pre-occupied conclusion was rendered awarding punishment. The enquiry was biased. Even if proved, punishment is disproportionate to the gravity. The enquiry is unfair, improper, irregular and contrary to the principles of natural justice. The enquiry procedure is ridiculous, fanciful and arbitrary. He was denied Tamil version of charge sheet and denied opportunity to be represented by a representative. The enquiry is vitiated. The enquiry procedure of not adopting recording of evidence of management witnesses first prejudiced him, the enquiry is eyewash and farce. The conduct of Enquiry Officer is unjust, biased, partisan and improper. The copy of enquiry report was not furnished to enable him to give explanation to show-cause notice. Hence the claim.

4. In the Counter Statement, the Respondent raised the contentions which briefly stated are as follows:

Track record of petitioner was far from satisfactory. On 9-1-2003 he refused to take Jewel Loan Register to the Dy. Manager and abused him. He threw the Jewel Loan Card at him. He again abused the Dy. Manager at the Dining Hall. On 19-2-2003, he abused the Chief Officer of the Bank. He submitted that he would defend himself and the contra allegation is denied. No exception to the procedure was taken. The petitioner examined his witnesses and some management witnesses later without any hesitation. He asked for Tamil version of the charge sheet only to delay the enquiry after having given explanation to the charge sheet in English. Only after examining MW5, the petitioner wanted Viduthalai Suruthai, Defence Representative which was declined not being provided under Bipartite Settlement. He abused the Officers and left for which on 8-11-2003, he was issued another charge sheet. He did not reply to the show-cause notice for discharge from service and was therefore discharged on 28-2-2004. He is alleged of having deserted his wedded wife, Jyothi claiming dowry, alleged of having not carried out Sale Agreement entered with one Muthusamy who also complained for criminal breach of trust against him, he was debarred from claiming Staff Housing Loan on 30-9-1996, claimed Leave Fare Concession claiming to have visited places without visiting, Salem Office, complaint against him about always sitting without doing work in the Computer Room. Complaint of his shouting at K. Ramasamy, Record Keeper of the Respondent/Bank on 19-6-2000, complaint that cheque for Rs. 1,50,000 issued by the petitioner was returned dishonoured for want of funds of having pulled Ramasomasundaram, Husband of payee of the above cheque out of and of abusing with un-parliamentary words by threatening with cutting legs and hands. He was punished with stoppage of one increment with cumulative effect for outside borrowings. On 15-2-2002 there was a wordy duel between his creditors and himself as well as on 1-3-2000. On 10-1-2003 for the refusal of the petitioner to

obey to bring Jewel Loan Ledger and for throwing Jewel Card and abusing Dy. Manager, Odapatti Branch and misbehaving with Chief Officer, the petitioner was chargesheeted. On 11-4-2003, after enquiry he was discharged. Except before this forum, petitioner had not whispered that the enquiry report was not given to him. He did not reply to the show-cause notice dated 30.01.2004. No prejudice on account of the same has been shown by him. It is denied that the petitioner was victim of caste prejudice. The enquiry was proper and the punishment imposed is lenient. The claim is only to be dismissed.

5. Points for determination are :

- (i) Whether the action of the Management in discharging the petitioner from the service of the Respondent/Bank is legal and justified?
- (ii) To what relief the concerned employee is entitled to?

6. Evidence in this Industrial Dispute consists of the oral evidence of WW1 and exhibits Ex. W1 to Ex. W19 on the petitioner's side. On the side of the Respondent MW1 was examined and Ex. M1 to Ex. M9 were marked.

Point No. 1

7. The learned counsel for the petitioner would argue that 9-1-2003 on which day the petitioner allegedly disobeyed the direction of the Dy. Manager to bring the Jewel Loan Ledger being a non-business holiday for Odapatti Rural Branch, the said charge is incorrect. There is no willful insubordination/disobedience of superiors. The manner of the enquiry conducted by the Management is also assailed by the learned counsel as not fair and proper. The punishment of discharge is assailed as being without analyzing the material on record but taking into account various extraneous materials not borne out by the records. He seeks to alter the punishment invoking Section-11A of the ID Act for the reasons, such as finding is perverse and is without considering the evidence of the petitioner. It is also argued that the punishment imposed is excessive. As to the fairness and propriety of the enquiry the matter can be found settled in the light of the order dated 28-8-2007 on the preliminary issue "as to whether the enquiry conducted is in a fair and proper manner" rendered by my learned predecessor who held that the enquiry conducted is in a just and proper manner. The learned counsel for the petitioner further argued that in spite of such a finding at this stage of final enquiry the same question can be reappraised especially when matters relevant under Section-11A of the ID Act are under consideration.

8. Another limb of argument of the learned counsel is that the Management had not considered the past record of service before ordering discharge and the same is contrary to Clause 12(C) of Memorandum of Settlement dated 12-10-2002 which vouchsafes his blemishless past

record of service. On this ground also the punishment is sought to be interfered with. He placed reliance on the decision of the High Court of Madras reported in 1993-1-LLN-785 which deprecates punishment without taking into account the past record of service. He has also contention a contention that materials extraneous to the enquiry and the records of the enquiry have been taken into consideration for the punishment which is also deprecated in another in decision 1992(1)-LLN-606 which goes to the extent of even nullifying the punishment. It is cumulatively argued that the finding of Enquiry Officer is without legal evidence. His further contentions are that the two alleged incidents based happenings on 9-1-2003 and on 19-2-2003 did not have any adverse impact on the bank. To meet the ends of justice, the employee with not less than 15 years of blemishless service is to be given a lesser punishment invoking Section-11A of the ID Act.

9. Coming to the question of alteration of punishment with a view to reduce the same invoking Section-11 A of the ID Act, the paramount considerations weighing with the Tribunal have to be directed in a quite balanced manner so that a misplaced sympathy on leniency, if at all shown towards the workman shall not leave the Management in a panic stricken state of affairs. That is to say on the ground that the punishment imposed is shockingly disproportionate to the gravity of the offence and on that count when the same is sought to be and reduced to a less than proportionate ratio it shall not be shocking or embarrassing to the Management. In other words while from the point of view of the petitioner the punishment shall not be shockingly disproportionate to the gravity of the offence one should not lose sight of the fact that when the said punishment is reduced to such an extent as to be less than proportionate to the gravity of the offence it shall not be shocking to the Management. It is trite that normally the Tribunals are not to interfere with the quantum of punishment imposed except in proper cases made out on extraordinary circumstances as could be carved out for a suitable departure from the normal rule to which attention was adverted to by the learned counsel for the Respondent who pointed out that there is no scope for interference with the punishment imposed. In this case evidently the Disciplinary Authority nor the Appellate Authority has taken into consideration the past record of service of the petitioner before imposing the punishment of discharge from service. Again extraneous matters seem to have been taken into account by the Disciplinary Authority. There are instances in which opportunity of being heard was not extended to the petitioner which is much against the principles of natural justice. The enumeration of a list of alleged instances touching upon the past track record of petitioner such as his having deserted his wedded wife, Jothi claiming dowry, alleged non-carrying out of Sale Agreement, his debarring from claiming Staff Housing Loan, claiming Leave Fare Concession without visiting all the places of visit, complaint

of his sitting idle, complaint of his shouting at colleagues, complaint against him of being drawer of a dishonoured cheque for Rs. 1,50,000, complaint of his pulling Ramasomasundaram, husband of payee of the said cheque, punishment of stoppage of increment for outside borrowings etc. which are not much related to his office which he holds but are matters extraneous to his official complexion tends to show that they have also influenced the Management to stigmatize the petitioner as a person quite unbecoming of a Sub-staff under the Respondent and has been a driving force to send him out of employment. According to me, but for the added enumerated acts unbecoming of the petitioner as an individual not connected with his office the Management would not have been prompted to throw the petitioner out of service for ever. He is a person reported hailing from Scheduled Caste, a suppressed community. The enumerated circumstances touching upon him tend to show that he is a man leading a life finding it difficult to meet his both ends meet with the income derived by him. His hard hit circumstances in his life may have urged him to act like them, often much against his will, and to which no one necessarily adverts to so as to pierce the veil to comprehend the causative factors tempting such a person to be indulged in acts unbecoming of him, though substantially and basically he may be a person with impeccable character. Such could be reasons for him to be indulged in various acts unbecoming of him personally and so appearing to the view of the officials of the Management as well. However, those matters being extraneous to office discipline they are not to be given consideration when a disciplinary proceeding against him is on hand. It is pertinent to note that the Management has no case that it has lost confidence in him and he cannot be endured any longer.

10. On a consideration of the entire facts and circumstances, I am of the view that the punishment imposed on the petitioner is shockingly disproportionate to the gravity of the misconducts. So viewed, the punishment imposed on him calls for alteration and reduction suitably so that he can re-enter into service and continue to serve. He may also thereby have an opportunity of correcting himself. While there is a direction for reinstatement of the petitioner into service as to what shall be the minor punishment to be imposed on him is left to the province of the Disciplinary Authority which he may carry out in proper exercise of discretion and in a just and fair manner. The said minor punishment to be imposed, for being illustrative, can be of withholding of increments with or without cumulative effect or even of withholding of backwages. For the reasons aforesaid, I find the punishment imposed on the petitioner is shockingly disproportionate to the gravity of the offence. Therefore, it is liable to be set aside and the petitioner is entitled to be reinstated into service with backwages (subject to the punishment to be imposed by the Management) continuity of service and all other attendant benefits. It is so ordered.

Point No. 2

"To what relief the concerned employee is entitled"

11. In the light of the above finding, the petitioner is ordered to be reinstated into service forthwith with backwages (subject to the punishment to be imposed by the Management), continuity of service and all other attendant benefits. The Management is left with the option of imposing minor punishment of withholding of increments with or without cumulative effects or even withholding of backwages as it deems just and proper. No orders as to costs.

12. The reference is answered as above.

(Dictated to the PA, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 21st August, 2009)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :

For the I Party/Petitioner : WW1, Sri C. Munusamy

For the II Party/Management : MW1, Sri R. Natesan

Documents Marked :**On the petitioner's side**

Ex.No.	Date	Description
Ex.W1	6-12-1989	Confirmation of the petitioner in the Respondent Bank Service.
Ex.W2	10-4-2002	Memo:andum of Settlement.
Ex.W3	14-1-2003	Letter of the petitioner to SRM, IOB, Salem-4.
Ex.W4	19-2-2003	Letter regarding stationery items.
Ex.W5	20-2-2003	Letter of petitioner to SRM, IOB, Salem-4.
Ex.W6	22-3-2002	Advocate notice to SRM, IOB, Salem-4.
Ex.W7	11-4-2003	Charge Sheet against the petitioner.
Ex.W8	20-4-2003	Reply of the petitioner to the Charge Sheet.
Ex.W9	3-7-2003 to 25-7-2003	Enquiry—Minutes proceedings.
Ex.W10	7-8-2003	Complaint of the petitioner to C.J.M. Salem and Others.
Ex.W11	17-10-2003	Complaint of one Ravi to Inspector of Police, Suramangalam P.S. about the assault of the Petitioner.
Ex.W12	30-1-2004	Show Cause Notice.
Ex.W13	28-2-2004	Original order.

Ex.W14	13-3-2004	Appeal to Appellate Authority.
Ex.W15	29-4-2004	Memorandum of the petitioner at personal hearing.
Ex.W16	3-5-2004	Appellate Order.
Ex.W17	27-9-2005	Report on failure of conviction.
Ex.W18	24-2-2006	Reference order of Government.
Ex.W19	21-3-2006	Court Notice.

On the Management's side :

Ex.No.	Date	Description
Ex.M1	4-12-2000	Memo issued to the petitioner regarding Excessive Outside Borrowings.
Ex.M2	15-2-2002	Memo issued to the petitioner regarding Excessive Outside Borrowings.
Ex.M3	19-6-2003	Copy of the proceedings dated 19-6-2003.
Ex.M4	23-2-2004	Extract of the personal hearing 13
Ex.M5	20-6-2000	Complaint given by K. Ramasamy, Record Keeper against the petitioner.
Ex.M6	24-10-2000	Complaints given by R. Somasundaram against the petitioner.
Ex.M7	4-7-2002	Punishment order issued to the petitioner regarding charge sheet dated 26-08-2000.
Ex.M8	25-7-2003	Letter of the Enquiry Officer to the Respondent Bank regarding the happenings on 25-07-2003.
Ex.M9	—	Enquiry Officer's report.

नई दिल्ली, 31 अगस्त, 2009

का.आ. 2667.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 36/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-8-2009 को प्राप्त हुआ था।

[सं. एल-22011/28/2008-आईआर (बी-11)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 31st August, 2009

S.O. 2667.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 36/2008) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 28-8-2009.

[No. L-22011/28/2008-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
LUCKNOW**

PRESENT

N. K. PUROHIT, Presiding Officer

I. D. No. 36/2008

Ref. No. L-22011/28/2008-IR (B-II) dated : 18-06-2008

BETWEEN

The General Secretary
Central Bank Staff Association
87-H/1, Kidwai Nagar
Kanpur (U. P.)

(Espousing cause of Shri Virendera Kumar Srivastava)

And

The Assistant General Manager
Central Bank of India
73, Hazratganj
Lucknow

AWARD

Dated : 11-08-2009

1. By order No. L-22011/28/2008-IR(B-II) dated 18-06-2008 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the General Secretary, Central Bank Staff Association, 87-H/1, Kidwai Nagar, Kanpur (U.P.) (Espousing cause of Shri Virendera Kumar Srivastava) and the Assistant General Manager, Central Bank of India, 73, Hazratganj, Lucknow for adjudication.

2. The reference under adjudication is :

"Whether the action of the Central Bank of India in Non-considering Shri Virendera Kumar Srivastava for appointment for the post of Special Assistant in the Bank during 2002 was legal and justified? If not, what relief the workman is entitled to?"

3. The case of the workman's union in brief is that the workman, Shri Virendera Kumar Srivastava applied against letter dated 29-6-2002 for consideration for the post of Special Assistant vide his application dated 5-7-2002 and submitted the same with the Bank management, but he was not considered for the said post even being senior most in the seniority list. It has been submitted by the workman's union that on inquiry the management of Bank informed the workman vide letter dated 05-09-2002 that it had not received any application from workman regarding consideration for the post of Special Assistant, as such he was considered. It has been alleged by the workman's union that although the workman made various representations to sort out the lapse, at the end of the bank, which resulted into non-consideration of the workman; but the management did not respond positively and the workman concerned has been deprived of his legitimate claim for the post of Special Assistant; and accordingly, the workman's union has prayed that the management of the bank be directed to draw a fresh seniority list of Special Assistants, including workman, and on the basis of this seniority list treat him Special Assistant from 2002 with all consequential benefits.

4. Per contra the management of FCI has disputed the claim of the workman's union by filing its written statement wherein it has submitted that since no application was received by the Regional Office of the Bank, from workman, within prescribed time limit, therefore, there arise no question of considering the workman in selection process whatsoever. Further the management of Bank has specifically denied the allegation of the workman's union that it did not respond towards representations of the workman and has submitted that relevant representations of the workman had properly been replied by the bank. It has been submitted by the Bank that the selection process of the post of Special Assistant in year 2002 was carried out from amongst the applicants and since the application of the workman was not received, as such, there was no question of promoting the workman to the post of Special Assistant and accordingly, the Bank's management has prayed that the claim of the workman's union is liable to be rejected without any relief to the workman concerned.

5. The workman's union declined to file rejoinder and since the union had already filed documents in support of their claim, therefore, the opposite party was directed to file list of documents in support of their version.

6. On the date fixed for submission of list of documents by the opposite party, the representative of the workman's union filed an application dated 10-08-2009 (W-11) wherein it has been submitted that the workman concerned had been promoted in JMG, as such, he does not want to pursue the case. Accordingly, it has been prayed that the present dispute be stood withdrawn, as not pressed and appropriate orders may be passed. The authorized representative of the Bank has also made its

endorsement to the effect that the Bank has no objection regarding withdrawal of the case as the workman concerned has already been promoted.

7. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the action of the management and if no evidence is produced the party invoking jurisdiction of the Court must fail. In the instant case the burden was on the workman's union to prove that the action of the management of Bank of Central Bank of India in not considering the workman for appointment for the post of Special Assistant in the Bank during 2002 was, illegal and unjustified. The workman's union does not want to pursue the case any more. Moreover, the representative of the workman's union has requested for leave of the Tribunal to withdraw the case vide application dated 10-08-2009 (W-11), stating therein that the workman concerned had been promoted in JMG, as such, he does not want to pursue the case; and accordingly, there is no need to proceed with the present industrial dispute as grievances of the workman stands redressed; also, the Bank has no objection in withdrawal of the case. Thus, the representative of the workman's union has prayed to pass suitable orders.

8. Although provisions of withdrawal of suits under Order 23 Rule 1 CPC are not applicable in the matter of reference under Section 10 of ID Act but, in view of the submission of the workman's union for withdrawal of the case, there is no grievance left with the workman and concerned Trade Union. Resultantly, no relief is required to be given to the workman concerned. The reference under adjudication is answered accordingly.

9. Award as above.

Lucknow N. K. PUROHIT, Presiding Officer
 Dated: 11-8-2009

नई दिल्ली, 31 अगस्त, 2009

का.आ. 2668.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 193/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-8-2009 को प्राप्त हुआ था।

[सं. एल-12012/302/2001-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 31st August, 2009

S.O. 2668.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 193/2001)

of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 28-8-2009.

[No. L-12012/302/2001-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
 JABALPUR

No. CGIT/LC/R/193/2001

Presiding Officer : Shri Mohd. Shakir Hasan

Shri Sharda Prasad Raikwar,
 Dy. General Secretary,
 State Bank of India Staff Congress,
 5/235, Pragati
 State Bank of India Staff Colony,
 Vikasnagar, Jabalpur (MP)

Workman/Union

Versus

The Branch Manager,
 State Bank of India,
 Gramin Branch,
 Bargaon,
 Distt. Katni (MP)

Management

AWARD

Passed on this 13th day of August, 2009

1. The Government of India, Ministry of Labour vide its Notification No.L-12012/302/2001-IR(B-II) dated 11-12-2001 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the Branch Manager, State Bank, Bargaon Gramin Branch, Distt. Katni (MP) who inspite of regularizing, terminated the service of Shri Sharda Prasad Raikwar w.e.f 1-10-99 and who worked from 15-3-92 to 30-9-99 as temporary messenger/watchman/Faras, is proper and justified? If not, to what relief the workman is entitled?”

2. The workman did not appear inspite of proper service of notice. It appears that sufficient opportunity was given to the workman to appear and file his statement of claim. Lastly the predecessor's court proceeded exparte against him on 26-8-05 after about 5 years.

3. The management appeared in the case but had not filed any Written Statement. The management filed an application dated 10-8-09 stating therein that the workman

has not filed any statement of claim and the case is fixed ex parte against him. It is submitted that it shows that the workman has no dispute with the management as such, no dispute award be passed.

4. Considering the above submission and on perusal of the record, it is clear that there is no evidence on the record against the management. As such, there is no dispute between the parties or the workman does not want to contest the case.

5. In the result, no dispute award is passed without costs.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 31 अगस्त, 2009

का.आ. 2669.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबंध में निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 4/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-8-2009 को प्राप्त हुआ था।

[सं. एल-12011/102/99-आईआर (बी-II)]

राजेंद्र कुमार, डेस्क अधिकारी

New Delhi, the 31st August, 2009

S.O. 2669.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 4/2000) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 28-8-2009.

[No. L-12011/102/99-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/4/2000

Presiding Officer : Shri Mohd. Shakir Hasan

The Secretary,
Rashtriya Bank Karmachari Sanghathan,
Karmbhomi, Tripti Vihar,
Near Engineering College,
9, Sanwer Road, Hardev Niwas,
Ujjain (MP)

.... Workman/Union

Versus

The Zonal Manager,
IB, Upper Ground Floor,
World Trade Centre, Baber Road,
New Delhi.

..... Management

AWARD

Passed on this 11th day of August-2009

1. The Government of India, Ministry of Labour vide its Notification No.L-12011/102/99/IR(B-II) dated 23-12-1999 has referred the following dispute for adjudication by this tribunal :—

“Whether the management of Indian Bank is justified in denial of full time employment to Sh. Kamlesh Kalyane, and keeping him as a part time sweeper for the past 23 years? If not, what relief is the aggrieved workman entitled to?”

2. The case of the workman in short is that he was working in the Bank of the management as part time employee for the last 23 years and also worked as full time employee on leave vacancy. It is stated that the management also gave bonus of Rs. 500/- for the year 1975 to 1979 to the workman. The workman claims regularisation on the post of peon.

3. The management appeared and filed Written Statement.

According to the management, the alleged Union is not a Union of the Employers of the Bank and has no locus standi to raise the individual dispute. The workman was a member of Indian Bank Employees Union but he had not raised the dispute. It is stated that the workman is already a permanent part time employee of the Bank and all benefits available to his category are being given to him. It is stated that there is no vacancy of full time sweeper in the branch office of Indore and the workman has no legal right to claim the post of peon. It is submitted that there is no merit in the claim of the workman.

4. During the course of proceeding, the workman filed application dated 4-8-2009 that he does not want to raise the dispute and the reference be accordingly ended. The management has also no objection.

5. Considering the above facts, no dispute award is passed without costs.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 31 अगस्त, 2009

का.आ. 2670.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडीकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, धनबाद के पंचाट (संदर्भ संख्या 63/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-8-2009 को प्राप्त हुआ था।

[सं. एल-12012/169/2000-आई आर (बी-II)]

राजेंद्र कुमार, डेस्क अधिकारी

New Delhi, the 31st August, 2009

S.O. 2670.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 63/2001) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 28-8-2009.

[No.L-12012/169/2000-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I DHANBAD

In the matter of a reference under section 10(1)(d) & (2A) of Industrial Disputes Act., 1947

Reference No. 63 of 2001

Parties : Employers in relation to the management of Syndicate Bank, Patna.

And

Their Workmen

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES

For the Employers : Shri S. Sharma, Advocate.

For the Workman : Shri D. Mukherjee, Advocate.

State : Bihar. Industry : Bank.

Dated, the 11th August, 2009

AWARD

By Order No. L-12012/169/2000-IR-(B-II), dated 19/22-2-2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Syndicate Bank Patna to re-designate Shri Ashok Kumar Gupta as Attender from Driver-cum-Attender with effect from 2-3-2000 and withdrew the special allowance applicable to him i.e. driver allowance from that date i.e. with retrospective effect vide order dated 16-3-2000 is justified? If not, what relief the workman is entitled to?"

2. The written statement has been filed on behalf of the concerned workman stating that he was appointed by letter dated 2-3-1983 on the post of Attender-cum-Driver with the stipulation to make him confirm in permanent service after completion of six months period of probation assuring protection of all conditions of service, privileges and benefit as per the provisions of law applicable to employees working in the Bank. It has been stated that the concerned workman is continuing as permanent workman holding the permanent status of Attender-cum-Driver from the year 1983 till the year 2000 and after holding the permanent status on such a post for a period of about 17 years, the management has changed his designation to that of Attender only with reduction of wages which not only amounts to contravention of various provisions of law but amounts to unfair labour practice on the part of the management. It has been submitted that concerned workman was posted at the then branch office of the aforesaid bank at Patna from the very beginning of his service and with the increase of business, the management took decision to establish a regional office of the bank under the management, control and direction of the Regional Manager in the year 1987. One car remain attached to the branch office of the bank from the very inception and the concerned workman was working as Attender-cum-Driver to the Branch Manager. He was driving the vehicle whenever required for official use or used by the Branch Manager and he used to be the Attender of the Branch Manager all throughout his duty hours. In the year 1991, after posting of the permanent Regional Manager, the car was utilised both for regional office as well as branch office and the then Regional Manager became the Controlling Officer of the car. He preferred to appoint a man of his personal choice as casual driver and directed the concerned workman to work as Attender to the Branch Manager of the Bank. The concerned workman submitted his representation through the union and raised an industrial dispute over the issue of change of his permanent status from Driver-cum-Attender to that of Attender and reduction of wages by way of withdrawal of special allowance and the management by letter dated 8-5-91 gave full assurance that in view of holding the substantive status of permanent Driver-cum-Attender, the concerned workman would continue to get all allowances including special allowance attached to that post even he would be redesignated as Attender. The previous order of the management was cancelled and the concerned workman continued to hold his substantive designation as Driver-cum-Attender and

continued to get all benefits including special allowance and all service conditions remain protected in absolute terms with the future assurance that in no circumstances his wages will be reduced or allowance will be curtailed even he would be redesignated as Attender. It has been stated that as per the aforesaid assurance given by the management, the concerned workman did not continue his dispute making claim for allowing him to drive the vehicle attached to the Regional Manager and the Regional Manager got the man of his choice engaged as casual driver performing the bank duties as well as his unofficial duties. It has been submitted that the management violated the terms and conditions of the employment embodied in the letter of employment of 1983, violated the assurance given in the year 1991 and violated clause 20.2 of bi-partite settlement of 1966 and changed the designation of the concerned workman from the permanent and substantive designation of Driver-cum-Attender to the new designation of Attender with reduction of wages in violation of section 9A of the I. D. Act, 1947. Thereafter the sponsoring union raised an industrial dispute before the A.L.C. (C), Patna by letter dated 8-3-2000 and the conciliation officer issued notice dated 10-3-2000 initiating conciliation proceedings and after receipt of the notice, the management issued a notice dated 16-3-2000 purported to be u/s. 9A of the I. D. Act, 1947 changing the condition of service retrospectively w.e.f. 2-3-2000 which is illegal, null and void. During the pendency of the conciliation proceedings, the management was required to maintain to follow the provisions of section 33 of the I.D. Act and they cannot change the condition of service without obtaining due approval from the conciliation officer. It has been submitted that the management not only contravened the provision of section 9A of the I. D. Act, 1947, but, also violated the provision of section 33 which is mandatory in nature and amounts to unfair labour practice on the part of the management. It has been submitted that the entire action of the management is illegal and unjustified and the concerned workman is entitled to continue on his permanent and substantive post of Attender-cum-Driver and to get all the benefits of pay protection irrespective of the fact whether he is given the chance to drive the vehicle of the management or not.

It has been prayed before this Hon'ble Tribunal to pass an award in favour of the concerned workman.

3. The management has filed written statement stating that Ashok Kumar Gupta was appointed as Attender-cum-Driver in the year 1983 at Patna Branch. At that time, Patna Branch was provided with Bank's car. Subsequently the car facility attached to Patna Branch was withdrawn from 1-1-1991 and therefore there is no requirement of a driver at Patna Branch. The Branch sought the willingness of Sri Gupta to work as a driver at any other place where the vacancy exists. Sri Gupta instead of giving his willingness or otherwise protested the Bank's offer. Since there was no car attached to Patna Branch, the branch could not utilise his services as a driver. Although Sri Gupta was not performing the duties of a driver, he was being paid the special allowance attached to the driver's post since 1991.

Sri Gupta was also not willing to work as driver at any other place where his services as a driver could be utilised. The Bank cannot continue to pay the special allowance without actually getting such duties performed by Sri Gupta, the concerned workman and therefore the Bank has withdrawn the special allowance attached to the post of driver after due notice to him and the same cannot be termed as unfair labour practice by any stretch of imagination. The action of the management in redesignate the workman, Sri Ashok Kumar Gupta, as Attender from Driver-cum-Attender w.e.f. 2-3-2000 and withdraw the special allowance was not illegal and the same was not contrary to the provisions of Bipartite settlement or the Industrial Disputes Act, 1947 or the service conditions applicable to the concerned workman. In the year 1991 the Regional Office was established in Patna. In fact, the Regional Office was opened at Patna on 9-5-87 and Regional Manager in-charge of the Regional Office was given a car since the beginning. The car facility given to Patna Branch was withdrawn subsequently w.e.f. 1-1-1991. There are two different aspects and it is not correct to say that the Regional Manager is employing a Driver on a casual basis to deprive the concerned workman of the Driver's allowance. In fact, the Regional Manager in Patna was engaging a Driver even prior to 1991 when Sri Gupta was driving the vehicle provided to the Branch Manager, Patna Branch. As per clause 5.9 of the Bipartite settlement by which the employee is governed, a workman will be entitled to special allowance only so long as he is in charge of such work or the performance of duties which attracts such allowance. Since Sri Gupta was not performing the duties of the driver, the action of the Bank in withdrawing special allowance after giving due notice is in accordance with the provisions of the Bipartite settlement and the Industrial Disputes Act, 1947. It is not correct to say that the Branch has issued the Notice under sec.9A of the I. D. Act subsequently to the raising of the dispute and violated sec. 33 of the I. D. Act. The Notice withdrawing the Driver's allowance was issued by the Branch prior to the receipt of the Notice of the conciliation proceedings. In any case, there is no intention on the part of the Bank or any of its officials to contravene the provision of Sec.33 of I. D. Act. It has been further submitted that as regards the Notice dated 16-3-2000 issued to Sri Gupta withdrawing the Driver's allowance from 2-3-2000, the Bank is willing to pay the Driver's Allowance for the Notice period of 21 days from the date of issuance of the said Notice. It has been submitted that the Bank has followed the law and withdraw the allowance by redesignating the employee as Attender in accordance with the provisions of I. D. Act and the provisions of Bipartite settlement.

It has been prayed that the claim of the concerned workman, Ashok Kumar Gupta, be rejected as devoid of merit.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. None of the parties has adduced oral evidence in this case.

6. Argument advanced on behalf of the management is that Ashok Kumar Gupta has been redesignated as Attender from Driver-cum-Attender w.e.f. 2-3-2000 and withdrawn the special allowance because he is not entitled for special allowance, as he has not been performing the duties of a driver since 1991. It has been argued that Sri Gupta's desirousness was sought by the Bank vide letter No. PIN/2000/1738 dated 16-3-2000 to work as Attender-cum-Driver in place where the vacancy exists. As there was no positive response from Sri Gupta there was no other way for the Bank but to redesignate him as Attender and withdraw the special allowance which was being paid without performing such duties. Sri Gupta was driving the car attached to the Branch whenever required as a driver upto 1990 and also performing the duties as an attender. Sri Gupta was not performing the duties of driver from 1991 since the car facilities to Patna Branch was withdrawn and he was performing the duties of an attender only since 1991. The Regional Office was opened at Patna on 5-5-87 and the Regional Manager Incharge of the Regional Office was provided a car since the beginning and the car facility given to Patna Branch was withdrawn subsequently w.e.f. 1-1-1991. It has been argued that regarding redesignation of Attender-cum-Driver and the same is an All India policy matter. The matter was discussed in joint meeting held on 17-4-99 at Head Office at Manipal, between the representatives of the management of the Bank and the representatives of Syndicate Bank employees union. In the said meeting the representatives of the said union requested that whenever the driver is willing to work as driver, in the place where such work is available, he may be posted as a driver-cum-attender at that place and the representative of the management informed the union that the driver's allowance is being withdrawn only where they are not required to perform the driver's duties, and if the drivers are willing to work at a place where the vacancy exists, they will be allowed to continue as driver-cum-attender in such vacancies. While continuing to pay the allowances attached to the performance of driver's duties in 1991, no such assurance of continuing the allowances was given to the workman. It has been argued that through the advice was given to the Branch to pay the special allowance eligible to the employees vide letter No. 20C/RAC/W/1221/91/375252 dated 8-5-1991 it will not bar the Bank to get right position subsequently including recovery of allowances wrongly paid. As per clause No. 5.9 of the Bipartite settlement by which the employee is governed a workman will be entitled to special allowance only, so long as he is in-charge of such work or the performance of duties which attracts such allowances. Since Sri Gupta was not performing the duties of the driver the action of the Bank withdrawing special allowance after the notice in accordance with the provisions of the Bipartite settlement and I. D. Act, 1947 is legal and justified.

7. In this respect the concerned workman's representative argued that the action of the management in withdrawing the special allowance and re-designating

the concerned workman as Attender is illegal and contrary to the provisions of Bipartite settlement because as per Bipartite settlement Clause 20.2 dated 19-10-1966 which explains that an employee with combined designations will be entitled to the appropriate special allowance if an allowance is provided for in this settlement for either of his designations, which show that Attender-cum-Driver and Drivers are entitled for special allowance and it does not change designation for getting special allowance. The concerned workman has referred 1960(1) LLJ-580(SC) in which Hon'ble Supreme Court laid down that workmen representatives on the works committee agreeing to the introduction of a scheme of rationalisation resulting in increased workload and which was likely to render some of the hands surplus-such agreements, if binding on the concerned workman. The workman also has referred Bipartite settlement regarding combined designation dated 19-10-1966 clause 20.2 in which clause an employee will be entitled to the appropriate special allowance if an allowance is provided for in this settlement for either of the designations. The learned counsel of the workman also referred 1986 Supreme Court Cases (L&S) 278 in which Hon'ble Supreme Court laid down that under Sec. 9-A of the Industrial Disputes Act, a benefit prevailing for long making it a condition of service should not be allowed to be interfered with lightly to the prejudice of the workman in absence of compelling material and where reference is made at the instance of the employer pursuant to industrial dispute arising out of notice of change served by employer under Section 9-A to the detriment of workman, burden to justify the change lies on the employer. He has also referred S.C.L.J. (Vol-3) page 2183 in which Hon'ble Supreme Court laid down that Section 9-A of the Industrial Disputes Act, 1947—'Key allowance' given to cashiers of Indian Overseas Bank-such allowance is not included in Desai Award-Key allowance being accepted by the Bank as a gesture of goodwill it became term and condition of the service of cashiers-stoppage of Key allowance-Notice of change under sec. 9-A of the Act necessary-Key allowance in the instant case held to be payable till it was stopped in accordance with law. The learned counsel of the workman also referred 1999 Lab.I.C. 2826 in which the Hon'ble Supreme Court laid down-order of single judge in writ petition under Arts. 226, 227-Basic averments for invoking such jurisdiction pleaded in petition-petition dismissed by observing that courts below had appreciated the contention and rejected petitioners complaint-cannot mean that single judge was not inclined to interfere under Art. 227 only-writ appeal would be maintainable.

8. The management's representative argued that the concerned workman was given notice whether he is ready to perform the work as Attender-cum-Driver in place where the vacancy exists vide letter No. PIN/2000/1738 dated 16-3-2000 and since there was no positive response from Sri Gupta, the special allowance was withdrawn. But the above letter has not been filed by the management to show that any option has been given for performing duty as Driver, so that his designation may be changed as Attender-

cum-Driver. Through the Bank's Divisional Manager had written a letter dated 8-5-91 to the Manager Patna Branch, regarding special allowance to be paid and continued to be paid even though he is redesignated as attender. But this is also not followed by the Manager, Patna Branch. This document has been filed by the management which means not following, though as per letter dated 16-3-2000 which shows that the concerned workman has been redesignated as Attender and there is no letter which may show that any letter has been written which has been received by the concerned workman where he wants to do the job, so that he may have exercised his option. By letter dated 16-3-2000 only designation has been changed from Driver-cum-Attender to Attender and withdrawal of allowance, but no option has been given. No paper has been filed by the management for doing the job of Attender. This burden lies on the management which they have failed to discharge.

9. In view of the discussions made above I come to the conclusion that the action of the management of Syndicate Bank, Patna to re-designate Sri Ashok Kumar Gupta as Attender from Driver-cum-Attender w.e.f. 2-3-2000 and withdraw the special allowance applicable to him i.e. driver allowance from that date i.e. with retrospective effect vide order dated 16-3-2000 is not justified. Accordingly, the concerned workman is entitled to continue on his permanent and substantive post of Attender-cum-Driver and to get all the benefits with retrospective effect.

This is my award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 1 सितम्बर, 2009

का.आ. 2671.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एफ. सी. आई. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1/श्रम न्यायालय, चण्डीगढ़ के पंचाट (संदर्भ संख्या 379/05, 44/98, 49/98, 61/04, 49/04, 51/04, 95/97, 50/04, 59/04, 57/04, 176/05, 42/98, 40/98, 48/98.) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-9-2009 को प्राप्त हुआ था।

[सं. एल-22012/319/2004-आई आर (सी-II),
एल-22012/302/1997-आई आर (सी-II),
एल-22012/307/1997-आई आर (सी-II),
एल-22012/20/2004-आई आर (सी-II),
एल-22012/408/2003-आई आर (सी-II),
एल-22012/406/2003-आई आर (सी-II),
एल-22012/585/1996-आई आर (सी-II),
एल-22012/407/2003-आई आर (सी-II),
एल-22012/18/2004-आई आर (सी-II),
एल-22012/19/2004-आई आर (सी-II),
एल-22012/308/1997-आई आर (सी-II),
एल-22012/300/1997-आई आर (सी-II),
एल-22012/298/1997-आई आर (सी-II),
एल-22012/306/1997-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 1st September, 2009

S.O. 2671.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 379/05, 44/98, 49/98, 61/04, 49/04, 51/04, 95/97, 50/04, 59/04, 57/04, 176/05, 42/98, 40/98, 48/98) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Food Corporation of India and their workmen, which was received by the Central Government on 21-8-2009.

[No.L-22012/319/2004-IR(C-II),

L-22012/302/1997-IR(C-II),

L-22012/307/1997-IR(C-II),

L-22012/20/2004-IR(C-II),

L-22012/408/2003-IR(C-II),

L-22012/406/2003-IR(C-II),

L-22012/585/1996-IR(C-II),

L-22012/407/2003-IR(C-II),

L-22012/18/2004-IR(C-II),

L-22012/19/2004-IR(C-II),

L-22012/308/1997-IR(C-II),

L-22012/300/1997-IR(C-II),

L-22012/298/1997-IR(C-II),

L-22012/306/1997-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-1, CHANDIGARH

Case No. I.B. no. 44/98 and 13 others (as mentioned in the list below)

Shri Karan Singh & Others (as mentioned in the list below)

.....Applicants

Versus

1. The District Manager, Food Corporation of India, Rohtak and Karnal.
2. Senior Regional Manager, Food Corporation of India, Regional Office, Punjab, Sector 34, Chandigarh.

...Respondent

APPEARANCES

For the workman : Shri P. C. Gupta, O. P. Sharma,
Kamini Bhanot & R. P. Rana,
Advocates.

For the Management : Shri Pramod Jain, N. K.
Zakhmni, Santokh Singh,
Advocates.

AWARD

Passed on 6-8-2009

This award shall dispose off 14 references of different workmen referred by the Central Government by different orders. The references which are being disposed of by this award are as follows :—

No.	I. D.	Reference No.	Parties Name
1.	379/05	L-22012/319/2004-IR(CM-III) dated 14-07-2005	Karan Singh Versus F.C.I.
2.	44/98	L-22012/302/97-IR(C-II) dated 27-02-1998	Anup Singh Versus F.C.I.
3.	49/98	L-22012/307/97-IR(C-II) dated 27-02-1998	Ishwar Singh Versus F.C.I.
4.	61/04	L-22012/20/2004-IR(C-II) dated 23-12-2004	Sanjay Kumar Versus F.C.I.
5.	49/04	L-22012/408/2003-IR (CM-II) dated 04-10-2004	Janak Ram Versus F.C.I.
6.	51/04	L-22012/406/2003-IR (CM-II) dated 04-10-2004	Karam Chand Versus F.C.I.
7.	95/97	L-22012/585/96-IR(C-II) dated 21-01-1997	Milkh Raj Versus F.C.I.
8.	50/04	L-22012/407/2003-IR (CM) dated 04-10-2004	Hardeep Singh Versus F.C.I.
9.	59/04	L-22012/18/2004-IR(CM-II) dated 23-12-2004	Rajesh Kumar Versus F.C.I.
10.	57/04	L-22012/19/2004-IR(CM-II) dated 23-12-2004	Mohinder Kumar Versus F.C.I.
11.	176/05	L-22012/308/97-IR(C-II) dated 27-02-1998	Krishan Kumar Versus F.C.I.
12.	42/98	L-22012/300/97-IR(C-II) dated 27-02-1998	Rajesh Kumar Versus F.C.I.
13.	40/98	L-22012/298/97-IR(C-II) dated 27-02-1998	Bijender Kumar Versus F.C.I.
14.	48/98	L-22012/306/97-IR(C-II) dated 27-02-1998	Ved Parkash Versus F.C.I.

As stated earlier that this award shall dispose of 14 references of different workmen preferred by Central Government by different notifications. Common questions of law and facts are involved in these references; hence, all the references are hereby disposed of by this award. The workmen in all the references have alleged that they were engaged by the management directly. In some references it is alleged by the workmen that previously they were engaged through a contractor but on expiry of the term of contract, they became the direct employee of the Food Corporation of India. Their services were terminated without notice, one month wages in lieu of notice or terminal dues against the provisions of the Industrial Disputes Act.

On the other hand, the management of Food Corporation of India alleged that the services of the

workmen were provided through a contractor and there is no employer-employee relationship between them. It has been further alleged by the management of Food Corporation of India that payment of wages was made good to the workmen by the contractor and the management of Food Corporation of India was not having any administrative control over the workers.

On the basis of pleadings of parties, the main issues, in my view, for the determination of this Tribunal are as follows :—

1. Whether there existed employer-employee relationship between the management of Food Corporation of India and the workmen?

2. To what relief, if any, the workmen are entitled?

Parties were afforded the opportunity for adducing evidence. Oral evidence was adduced by the workmen. In few cases, the management of Food Corporation of India also adduced the oral evidence. The management of Food Corporation of India, also in all the cases preferred to file certain documents which were marked Exhibit according to the procedure laid down in the Industrial Disputes Act. Arguments were also heard.

It is hereby made clear that all these references were pending adjudication in CGIT-cum-Labour Court-II. The CGIT-cum-Labour Court-II was lying vacant and the Central Government vide an administrative arrangement transferred all the pending references to the Tribunal No.1. Numbers of references relating to the references in question were pending adjudication before the Tribunal No. 1 in which evidence of the parties was recorded and arguments heard. Both of the parties contended that questions involved in all the reference in question are the same in which the arguments have already been heard. It was further contended and argued that the references in question must also be adjudicated along with other reference of similar nature in which arguments have already been heard. The statement of such nature is on record.

I have gone through all the files of reference in question. It is evidently clear that the matter involved in all the reference is almost similar and the grievances can be redressed by a single award. No doubt, in few references there are some additional pleas taken by the workmen. The pleas so taken shall be discussed and dealt with separately in this award. Thus, for the purpose of adjudication of all the references, considering the similar nature of references, I am consolidating the files and answering all these reference by this award.

I have heard the parties in length. The main arguments of learned counsel/representative of the workmen are that all the workmen were engaged by the management of Food Corporation of India directly and if there appointment has been shown through contractor by the management, it is illegal being against the provisions of the Contract Labour (Regulation and Abolition) Act, 1970. It is further argued that all the workmen were directly under the administrative control of the management and

they were paid the wages by the management of Food Corporation of India and in fact, they were the employees of the management and not of the contractor. On the other hand, learned counsel for the management of Food Corporation of India submitted that there existed no relationship of employer and employee between the management of Food Corporation of India and the workmen. The services of the workmen were provided by the contractors. The consolidated contracted amount was paid to the contractor by the management of Food Corporation of India, and thereafter, the wages of the workmen were paid by the contractors and not by the management of the Food Corporation of India. It is further argued by the learned counsel of the management that there has been no violation of any provisions of the Contract Labour (Regulation and Abolition) Act 1970. If there is a violation of any provisions of the said Act, the workman was not to be treated as direct employee of the management of Food Corporation of India, but it will be resulted into the criminal action against the concerned authorities under the penal provisions of the said Act.

The issue of employer-employee relationship between the management of Food Corporation of India and the workmen is a mixed issue of facts and law, and accordingly, shall be adjudicated on the basis of perusal of evidence, and pleadings of the parties.

Almost in all the references, it is admitted that no appointment letter was issued by the management. It is denied by the workmen that the payments of wages were made good by the contractor. But on perusal of the documents filed by the management, it is evidently clear that the payment to the workmen were made good by the contractor and not by the management of Food Corporation of India. Hon'ble Supreme Court in 2008 LLR 801, GM, ONGC Silcher Vs. ONGC Contractual Workers Union, has laid down the criteria to establish the direct employee-employer relationship between the workman and the management of any organization. If we apply the ratio of GM, ONGC Silcher case (supra) the workmen have to prove the following facts to establish the employee-employer relationship.

1. That there existed a relationship of master and servant,
2. That there was no contractor appointed by the management of Food Corporation of India.
3. The management of Food Corporation of India used to supervise the alleged work assigned to individual workers.
4. That the management of Food Corporation of India took disciplinary action and called for explanations from the workers.
5. That the workers were paid wages by the management of Food Corporation of India directly and not through the contractor.
6. At the cost of reputation, the wages were paid directly to the workers by the management of Food Corporation of India and the acquaintance role were

prepared by the management of Food Corporation of India to make the payment to the workers.

If the above mentioned ratio of GM, ONGC, Silcher's case is applied in all the references, it is clear that workmen have failed to prove that they were appointed/engaged by the management of Food Corporation of India. There is no iota of evidence on record to prove that they were directly under the administrative control of the management of Food Corporation of India. No doubt, it is contended by the workmen that their attendance were marked by the officers/officials of the management of Food Corporation of India, but it will not be sufficient to prove the administrative control over them. They were supposed to file/adduced some cogent evidence like sanction of leave disciplinary action taken by the management of Food Corporation of India, if any, etc. The instances enumerated by the workmen in all the references are not sufficient to constitute the administrative control of the management of Food Corporation of India over all the workmen. Thus, the workmen have failed to prove that they were under the administrative control of the management of Food Corporation of India. On the payment of wages the management of Food Corporation of India has filed the documentary evidence which proved that consolidated amount on the basis of number of days worked by the workmen were given to the contractor, and contractor on the other hand, used to pay the wages to the workmen. The management has filed all the relevant documents such as attendance sheet signed by the officers of the management of Food Corporation of India, order of payment based on the attendance of the workmen to the contractor, and thereafter, the payment of wages by the contractor to the workmen. Moreover, in few references the contractors appeared as witnesses. They have categorically stated that the services of the workmen were provided by them to the management of Food Corporation of India and the workmen were not the employee of the management of Food Corporation of India.

On perusal of all the evidence oral and documentary given by the workmen, officer of the management of Food Corporation of India and the contractor, I am of the view that payment of wages to all the workmen were made good by the contractor and not by the management of Food Corporation of India.

The above discussion proved that neither the workmen were appointed/engaged by the management of Food Corporation of India nor they were under the administrative control of the management of Food Corporation of India. They were also not paid the wages by the Food Corporation of India. Hence, there existed no master-servant relationship between the management of Food Corporation of India and all the workmen.

It is also contended by the workmen that the contract, if any, shown by the management of the Food Corporation of India was camouflage and shame. In ONGC Silcher's case (supra), the conditions under which a contract can be treated a camouflage and shame are mentioned. Hon'ble Supreme Court in this case has relied upon the law laid down in Steel Authority of India Ltd.,

and others Vs. National Union Water Workers and others AIR 2001 Supreme Court 3527(1). The question before this Tribunal is under what circumstances a contract between the management of Food Corporation of India and the workmen can be held to be shame and camouflage? In case the contract has been held to be shame or camouflage, the contract labour working in the management of the principal employment are held to be employees of principal employer himself. It depends on the facts and circumstances of the each case whether the contract executed in between the management and the contractor is camouflage and shame. It is also a issue of facts and has to be decided on the basis of the facts and circumstances of the case. Whether there is a genuine contractor, and whether there is a proper master-servant relationship in between the management of Food Corporation of India and the workmen also depends on the facts and circumstances of the case. Likewise, whether they were directly under the administrative control of the Food Corporation of India and were paid wages directly by the management of Food Corporation of India also depends on facts and circumstances of the case. The Court has to look into whether these facts emerged in reality or there was some paper arrangement to make the payment good to the workmen through contractor?

In these reference the nature of contract is challenged by the workmen. No doubt in few of references in the pleading it is not mentioned that there was a contract between the contractor and the management of the Food Corporation of India but the documents provided and filed by the management of the Food Corporation of India that proved that in the Writ Petition filed by the workmen before the High Court of Punjab and Haryana, contractor was made a party. In the Writ Petition the workmen requested the court for an order of payment of wages and directing the respondent including the contractor not to terminate their services. On the basis of this document, I am of the view that prior to raising the industrial dispute, the workmen admitted that their services were provided to the management of Food Corporation of India through contractor. In the references, it is not a turn by the workmen but they have stated that if there is any contract, it is camouflage and void being against the provisions of the Contract Labour (Regulation and Abolition) Act, 1970. Unless and until the terms and conditions as laid down in GM ONGC Silchur's case (supra) are not complied with no workmen can be treated as the direct employee of Food Corporation of India.

The next issue for the disposal before this Tribunal is whether the workmen will be deemed to be in the services of the management of Food Corporation of India on account of violation of any of the provisions of Contract Labour (Regulation and Abolition), Act 1970. It is issue of law and has limited concern with the facts. On the issue of facts, I have already given my view that the workmen are not employees of the management of Food Corporation of India but their services were provided by the different contractors to the management. As this issue of law is also raised by the parties, it is the duty of this Tribunal to

decide it as well. On this issue there may be three circumstances :—

1. There may be a case where the practice of contract labour is prohibited by the appropriate Government under Section 10(1) of the Contract Labour (Regulation and Abolition) Act 1970.
2. There may be an issue regarding the registration of establishment of principal employer under Section 7 of the Contract Labour (Regulation and Abolition) Act, 1970.
3. There may be an issue regarding the license by the Contractor under Section 12 of Contract Labour (Regulation and Abolition) Act, 1970.

The issue to be decided is whether in the case of violation of any of the provisions mentioned under Section 10(1); Section 7 and Section 12 of The Contract Labour (Regulation and Abolition) Act, 1970, the contract labour shall be deemed to be an employee of the principal employer.

This issue has been settled by Hon'ble the Apex Court in Steel Authority of India Ltd.'s case (supra). Moreover, Pb. and Har. High Court in Food Corporation of India and others Vs. Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court-1, Chandigarh and others 2008 LLR 391, has decided this issue after relying the ratio of Steel Authority of India Ltd., case (supra). Without mentioning the relevant paras of Steel Authority of India Ltd., case (supra) and of Food Corporation of India and others Vs. Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court case (supra), I am relying the ratio of both of the judgements, and the ratio of both of the judgement is that if there is any violation of Section 7, Section 10 and Section 12 of The Contract Labour (Regulation and Abolition) Act, then only penal provisions of Section 23 and Section 25 of the said Act are attracted. Hence, it is nowhere provided that such employees, employed through the contractor would become employees of the principal employer. I have gone through the facts and circumstances of the case. Almost in all the references the registration and the license have been produced by the management of Food Corporation of India. It may only resulted in penal actions under Section 23 and Section 25 of the Contract Labour (Regulation and Abolition) Act, 1970, if there is any violation of any provisions of the Contract Labour (Regulation and Abolition) Act.

Accordingly, I am of the view that none of the workman was the employee of the management. There was no relationship of master-servant and employer and employee between the workmen and the management of Food Corporation of India. Thus, no question for termination of the services of the workmen by Food Corporation of India arises. All the references are answered accordingly and the workmen are not entitled for any relief. Central Government be informed, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 1 सितम्बर, 2009

का.आ. 2672.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं डब्ल्यू.सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण, नागपुर के पंचाट (संदर्भ संख्या 133/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-08-2009 को प्राप्त हुआ था।

[सं. एल-22012/244/2001-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 1st September, 2009

S.O. 2672.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 133/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Neeljai Sub Area of WCL, and their workmen, received by the Central Government on 27-08-2009.

[No. L-22012/244/2001-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/47/2005 Date: 24/8/2009

Petitioner: Shri Bhaurao S/o Laxmanrao Anatkar, 2/11 Hudaco Colony LIG-I Behind Jaripataka Police Station, Nara Road, Nagpur Party No. 2

Versus

Respondent: (A) The Senior Branch Manager L.I.C. of India, City Branch, Kings Way, Nagpur-440006

(B) Union of India, Ministry of Finance, New Delhi-110001. Party No. 1

AWARD

[Dated : 24th August, 2009]

The Central Government after satisfying the existence of disputes between Shri Bhaurao S/o Laxmanrao Anatkar, 2/11, Hudaco Colony, LIG-I, Behind Jaripataka Police Station, Nara Road, Nagpur Party No.2, and The Senior Branch Manager, L.I.C. of India, City Branch, Kings Way Nagpur-440006 Party No. 1 referred the same for adjudication to this Tribunal vide its Letter No. L-17012/36/2001-IR (B-I) dt. 26th May, 2005 under clause (d) of sub-Section (1) and sub-Section (2A) of Section 10 of

Industrial Disputes Act, 1947 (14 of 1947) with the following schedule.

"Whether the action of the management LIC of India in terminating the services of Shri Bhaurao S/o Laxmanrao Anatkar w.e.f 6-6-2001 is justified? If not, what relief he is entitled to?"

1. The petitioner approached with the contention that he was employed as Peon by the respondent Party No.1 as peon on 6-11-1998 and without any break continued up to 6-6-2001 beside it he has also performed over time duties for which he is paid. Thus according to him he has put more than 240 day's continuous service with out any break.

2. He was reprehended without complying the provisions of the L.I.C. service rules or of the Section 25 (F) of the I. D. Act, 1947. He prayed to reinstate with full back wages.

3. The Management on service of notice initially appeared on 6-7-2005 and 14-9-2005 as per roznama of the case and letter on stopped and did not appear. The management has not resisted the claim of the petitioner by filling the W.S. Consequently the claim of the petitioner remained unchallenged and practically the case proceeded ex-parte against it.

4. The crucial point for consideration is whether the petitioner is entitled for the reinstatement as claimed by him? The petitioner examined himself by filling the affidavit the management being absent did not even cross-examine him. The petitioner in his affidavit has stated that he worked continuously from 6-11-98 to 6-6-2001. Beside it he has also worked beyond duty hours for which he has been paid as over time allowance. He gave the exact number of over time hours. He also filed lists of the documents which he has handled. It contends even the maintenance of the registers. Those documents bear the signatures of the workman as well as of the officials of the management. This supports his evidence that he had worked in the office of the management L.I.C. during the period mentioned by him. It also supports his contentions regarding the working period as well as continuity in services. It clearly establishes that he worked for more than 240 days continuously without any break within a every year. Since the management L.I.C. has not filed any W.S. or its statement of claim denying his contentions they remained unchallenged.

5. The same thing in respect of the retrenchment as well as non payment of compensation for it. There is nothing to show that the provisions of Sections 25 F and G were complied. No notice was given to him before retrenchment. Nothing has been submitted as to how he was not entitled for the same. In fact his averments in the statement of claim remain undisputed due to non filling of the W.S. His evidence also remained unchallenged because of non cross examination. Consequently it has to be presumed as admitted. The provisions are obligatory and its non compliance renders the retrenchment illegal. In such circumstances as the retrenchment is illegal it will

have to be treated that he was in service entitling him for back wages. Hence I hold that the workman is entitled for reinstatement as well as for back wages right from the date of retrenchment i.e. from 6-6-2001. I pass the award in the affirmative as follows.

6. The management is directed to reinstate the petitioner as a peon and pay the full back wages right from 6-6-2001 till the reinstatement within two months from the date of publication of this award in the Gazette.

Dated 24-8-2009.

A. N. YADAV, Presiding Officer

नई दिल्ली, 1 सितम्बर, 2009

का.आ. 2673.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एफ.सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 31/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-09-2009 को प्राप्त हुआ था।

[सं. एल-22012/10/2002-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 1st September, 2009

S.O. 2673.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 31/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 1-09-2009.

[No. L-22012/10/2002-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Present : Shri N. K. Purohit, Presiding Officer

I. D. No. 31/2003

Ref. No. L-22012/10/2002-IR(CM-II) dated 24-2-2003

BETWEEN

The State Secretary,

Bhartiya Khadya Nigam Karamchari Sangh,
5-6, Habibullah Estate,
Hazaratganj,
Lucknow (U. P.)

(Espousing cause of Shri Athar Sabri)

And

The Sr. Regional Manager,
Food Corporation of India,
5-6, Habibullah Estate,
Hazaratganj,
Lucknow (U.P.)-226001

AWARD

26-8-2009

1. By order No. L-22012/10/2002-IR(CM-II) dated 24-2-2003 the Central Government in the Ministry of Labour, New Delhi in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between The State Secretary, Bhartiya Khadya Nigam Karamchari Sangh, 5-6, Habibullah Estate, Hazaratganj, Lucknow (U.P.) (Espousing cause of Shri Athar Sabri) and the Sr. Regional Manager, Food Corporation of India, 5-6, Habibullah Estate, Hazaratganj, Lucknow for adjudication.

2. The reference under adjudication is :

“WHETHER THE ACTION OF THE MANAGEMENT OF FOOD CORPORATION OF INDIA IN REDUCING SHRI ATHAR SABRI FROM THE POST OF AG-II TO AG-III AND RESTORE TO PRESENT PAY AFTER 5 YEARS W.E.F. 23/26-2-2001 IS LEGAL AND JUSTIFIED? IF NOT, TO WHAT RELIEF THE CONCERNED WORKMAN IS ENTITLED TO?”

2. “WHETHER THE ACTION OF THE MANAGEMENT OF FOOD CORPORATION OF INDIA IN STOPPING ONE INCREMENT FOR ONE YEAR WITH CUMULATIVE EFFECT IN THE YEAR 1999 IN CASE OF SHRI ATHAR SABRI, AG-II (M) IS LEGAL AND JUSTIFIED? IF NOT, TO WHAT RELIEF THE CONCERNED WORKMAN IS ENTITLED TO?”

3. Admittedly, the case of the parties is that the workman Athar Sabri, AG-II was served with two charge sheets dated 24-10-96 and 10-02-88 (23/2) for alleged misconduct mentioned therein. Shri Rahul Mishra and A.A. Kazmi were appointed as Inquiry Officers who submitted their inquiry reports dated 27-2-98 (11/14) and dated 14-1-91 (11/56) respectively. The charges levelled against the worker were not found proved in both the inquiries. The Disciplinary Authority Disagreeing with the findings of the inquiry officers issued show cause notices dated 27-2-98 (11/11) and dated 14-10-98 (11/73). The replies to show cause notices were filed by the workman but the Disciplinary Authority not convinced with the same, imposed punishment vide impugned orders dated 4-9-98 (20/54) and dated 26-2-2001 (23/70) respectively.

4. The workman's union has alleged that the replies given by the workman have not been considered by the Disciplinary Authority and both the impugned orders have been passed in violation of principles of natural justice and are illegal, arbitrary and bad in law as no reason has been indicated for disagreement with the replies of the workman and the said orders are non-speaking. It is alleged that charge sheets have been issued to harass and victimize the workman.

5. Whereas the management of FCI has denied the claim of the workman and has submitted that impugned orders have been issued after undergoing and considering all details and same are legal, just and passed on merit of the case and prior to passing of impugned orders, the workman was given opportunity of hearing and impugned orders are speaking order. The FCI has also raised objection as regard maintainability of reference as the workman has failed to exhaust alternative remedies of appeal and review available under FCI (Staff) Regulation, 1961. The appeal preferred against the impugned order dated 4-9-98 is still pending and no appeal has been preferred against the impugned order dated 23/26-2-2001. It is further submitted that action taken by Disciplinary Authority right from issuance of charge sheet under Regulation 58 FCI (Staff) Regulation, 1960 to imposing of the penalty, is as per Regulation and no infirmity or irregularity has been made by the Disciplinary Authority.

6. The parties have filed documents in support of their respective case. The workman has examined himself whereas the FCI has examined Shri C. M. Sharma, Smt. Santosh Bakshi and Shri B.D. Tyagi in support of their case. Both the sides have filed written arguments besides putting oral submissions.

7. Heard both the parties and perused the relevant material on record.

8. Before embarking on merits of the case, it should be mentioned that, as regard impugned order dated 4-9-98, wherein punishment of stoppage of one increment was imposed on the workman, an appeal was preferred before Zonal Manager on 27-11-98 (20/56) and during the pendency of reference under adjudication, the appeal of the workman has been accepted and the said impugned order has been set aside by the Appellate Authority, as such, no dispute left in respect of said penalty order.

9. The question, thus, remains for consideration is whether the action of the management of FCI in reducing the workman from post of AG-II to AG-III and to restore to present pay after five years vide order dated 22/26-2-01 is legal and justified.

10. The learned representative on behalf of the union has contended that copy of inquiry report has been served upon the workman vide memo dated 16-1-91, without any mention that the Disciplinary Authority was going to disagree with the findings of Inquiry Officer. The show-cause notice dated 7-10-98 disagreeing with Inquiry Officer has been issued after lapse of about seven years. He has also submitted that show cause notice is prima facie illegal as absence from 9-10-86 to 13-9-90 has been alleged in the said notice while the charge sheet was issued on 10-2-88. He has further submitted that the Disciplinary Authority did not consider the reply of the workman. The alleged incident is of the year 1986-87, the inquiry report was

submitted on 14-1-91 i. e. after three years, show-cause notice was issued on 14-10-98 i.e. after seven years from issuance of charge sheet and punishment was given on 26-2-2001 i.e. after thirteen years of issue of charge sheet. The continuance of disciplinary proceedings for such a long period has prejudiced the workman adversely. He has also contended that unauthorized absence from 11-2-88 to 13-9-90 and allegation of obtaining passport through unfair means by concealing the facts of being Govt. servant have been considered through impugned order whereas the above allegations were not in the charge sheet served upon the workman. The punishment based upon the charges which were not in charge sheet cannot be sustained. The Disciplinary Authority has not given reasons for not accepting the contentions made by the workman in his reply. As such, the impugned order is in violation of Regulation 59(2) of Regulations. He has further contended that it is evident from evidence of Shri Santosh Baskhi that a note for disagreement with the Inquiry Officer has been submitted to the Disciplinary Authority and he has agreed to it and the case was referred to the Zonal Office on 15-04-98 for imposing penalty and issue remained pending in processing between 16-1-91 to 15-4-98 for getting clarification. It is also evident that the Zonal Office could not made penalty and directed to impose penalty as per directions, therefore, the same is not sustainable. He has further submitted that the penalty order is vague and it has not specifically stated at which stage AG-III (D) has been given. It may be lowest stage of AG III (D) or maximum of stage of AG III (D) or in between maximum and minimum of time scales of AG-III (D). The appeal of the workman has also been rejected by a non-speaking and non-reasoned order. In support of his conclusion he has placed reliance on following case laws; however, has not submitted their copies:

(i) 2006 SCC (L&S) 919 M. V. Bijlani vs. Union of India.

(ii) 2006 SCC (L&S) 312 Union of India vs. Flight Cadet Ashish Rai.

(iii) 1986 SCC (L&S) 711 Vasudeo Vishwanath Saraf vs. New Education Institute.

11. Per contra, the learned representative on behalf of the FCI has raised a preliminary objection regarding maintainability of the reference order on the ground that same matter is pending in Writ Petition No. 2103/07 (S/S) 07 before Hon ble Allahabad High Court, Lucknow Bench, Lucknow, wherein the workman has demanded parity with his juniors who were given promotion and the workman was not given the same due to penalty order. He has further urged that a perusal of inquiry report dated 14-1-91 clearly shows that Inquiry Officer failed to deal with first charge of the charge sheet and gave his findings that the charges were not proved. As regards delay in show-cause notice is concerned he has urged that

Disciplinary Authority is having work relating to administration, planning and enforcement and thus could not have time to look into the matter. He has further urged that the Disciplinary Authority has passed a well reasoned order and cause of disagreement has been specifically mentioned and he has passed a legal and just order after affording opportunity of hearing. He has further urged that during leave period, the workman failed to provide any leave address and address provided by him was incomplete as a result, the police was unable to serve non-bailable warrant on the workman and the reference relating to obtaining of passport came during proceedings thus, same was referred but no cognizance was taken in this respect.

12. I have given my thoughtful consideration to rival submission of the parties.

13. The learned representative on behalf of the FCI has submitted an application dated 19-11-08 along with the copy of Writ Petition No. 21 03/07 (S/S)/07 between Athar Sabri vs. FCI & others. In the said Writ Petition the workman has prayed for direction in the nature of Mandamus promote him from AG-II to AG-I with all consequential benefits from the date the junior to him have been promoted. Although in para 28 of the said Writ Petition impugned order dated 26-2-2001 has been referred but it is evident from para 30 that the workman has pleaded for his entitlement for all promotions due from 1973 to 10-2-1988, which have been denied up to 1988. In view of the period for which relief of Promotion has been claimed by the workman in his Writ Petition, the contentions of the learned representative on behalf of the FCI regarding non-maintainability of the reference due to pendency of Writ Petition is not tenable.

14. Vide charge sheet dated 10-2-88, the following charges were levelled against the workman:

"Article-I: Shri Athar Sabri, AG.II (M) is adopting a practice to absent himself from duty w.e.f. 8-10-1986 to till date without any prior intimation/sanction of competent authority and also not intimating his actual leave address/whereabouts to his controlling authority Sh. Sabri AG.II(M) had reported for duty to the Dy. Manager (Movt.), FCI, Claim Cell, FCI, Gorakhpur on 7-10-1986 on transfer and relieved from Jhansi district and thereafter absented himself from duty. An application dated 7-10-1986 under Regd. cover was received by our Dy. Manager (Movt.), Claim Cell, Gorakhpur from him asking 7 days Casual leave from 8-10-86 to 16-10-86. No leave address was intimated in that application. On the envelop of the leave application his address was given as Athar Sabri, Deoband which was not sufficient for office correspondence. His second leave application dated 24-10-1986 requesting therein for extension of leave for one

month on Medical Ground was received in claim Cell, Gorakhpur without Medical Certificate. Thereafter he sent an application dated 3-8-1987 extending leave up to 30-8-1987. On 10-9-87, out claim Cell, Office, Gorakhpur received an application dated-Nil- from him requesting for extension of his leave up to 7-10-1987. His last application dated 19-10-1987 for extension of leave up to 3-10-1987 for taking rest was submitted by him.

The unfair tactic adopted by Sh. Athar Sabri, AG.II(M) for sending leave application on Medical Ground from one place to another place without giving complete leave address clearly proves that he is not willing to join his duty in this organization.

Article-II: Shri Athar Sabri, G.II(M) while he was on unauthorized leave, was directed by this office to resume his duty, vide this office registered Memorandum No.Estt.36(95)/RO/MCC/86 dated 18-9-1987, failing which it will be presumed that he is not interested to serve in this organization and further course of action as per conduct rules as deem proper will be taken against him. Shri Sabri did not bother to comply the orders of the competent authority and utterly failed to join duty.

Apart from this a non-bailable warrant from Addl. Munsif Magistrate 1st Class, Court No. 7 Meerut for producing him before the said court on 7-9-1987 received by our Dy. Manager (Movt.), FCI, Claim Cell, Gorakhpur could not be served upon to him due to his unauthorized prolong absence from duty and correct address known to us, which caused unwarranted displeasure by the said court against FCI authorities.

The above facts clearly establish that the said Shri Athar Sabri, G.II(M) damaged the image of the corporation and failed to maintain absolute integrity and devotion to duty. He has utterly failed to serve the corporation in terms of service conduct rules and thereby contravened regulation 31, 32, 32-A of FCI Regulations, 1971."

15. The Inquiry Officer in his inquiry report dated 14-1-98 did not find the above charges levelled against the workman to be proved. Disagreeing with the finding given in the said report, a show cause notice dated 7-10-98 was given wherein following observations have been made by the Disciplinary Authority:

"enquiry report is limited to the point for not service of warrant to the CO instead of enquiring about

unauthorized absence of the official, who even did not intimate leave address before absconding from duty. Thus the charge of unauthorized absence is established. While Enquiry office has not given weight on the point and examined only point of not service of non-bailable warrant. The plea taken by the CO for his unauthorized absence w.e.f. 9-10-86 to 13-9-90 is not convincing.

Now therefore, Shri Athar Sabri, AG II (M) is hereby given an opportunity of making representation against the penalty to be imposed. Any representation which he may feel to make, against the penalty, should be made in writing, so as to reach the undersigned not later than fifteen days from the receipt of his show cause notice"

16. It is evident from the impugned order dated 23-2-2001 that the representation against the said Show Cause Notice was submitted by the workman but the Disciplinary Authority has not discussed the contentions made by the workman in his reply. In the said impugned order as regard representation given by the workman he has observed as under:

"And whereas a copy of enquiry report dated 14-1-91 was served upon Shri Athar Sabri AG. II (M) vide memo no. Estt.36(95)/RO/MCC/86 dated 7/14-10-98 for his comments, if any, against the penalty under Rule 54 of FCI Staff Regulation 1971 taking into account the gravity of charges Shri Athar Sabari AG. II (M) submitted his representation dated nil against enquiry report which were not found convincing."

17. Upon a perusal of the said impugned order, it is evident that a contention, which has been raised by the workman in his reply has been considered. The impugned order has been passed in a very casual manner. Regulation 59 is pertaining to procedure for imposing major penalty of which clause (2) envisages that the disciplinary authority shall, if it disagrees with the findings of the inquiry authority on any article of charge, record its reasons for such disagreement and record its own findings on such charge, if evidence on the finding given in the said report, a show cause notice dated 7-10-98 was given wherein following observations have been made by the Disciplinary Authority:

"Enquiry report is limited to the point for not service of warrant to the CO instead of enquiring about unauthorized absence of the official, who even did not intimate leave address before absconding from duty. Thus the charge of unauthorized absence is established. While Enquiry office has not given weight on the point and examined only point of not service of non-bailable warrant. The plea taken by the CO for his unauthorized absence w.e.f. 9-10-86 to 13-9-90 is not convincing.

Now therefore, Shri Attar Sabri, AG II (M) is hereby given an opportunity of making representation against the penalty to be imposed. Any representation which he

may feel to make, against the penalty, should be made in writing, so as to reach the undersigned not later than fifteen days from the receipt of his show cause notice"

It is evident from the impugned order dated 23-2-2001 that the representation against the said Show Cause Notice was submitted by the workman but the Disciplinary Authority has not discussed the contentions made by the workman in his reply. In the said impugned order as regard representation given by the workman he has observed as under:

"And whereas a copy of enquiry report dated 14-1-91 was served upon Shri Athar Sabri AG. II (M) vide memo no. Estt. 36(95)/RO/MCC/86 dated 7/14-10-98 for his comments, if any, against the penalty under Rule 54 of FCI Staff Regulation 1971 taking into account the gravity of charges Shri Athar Sabari AG. II (M) submitted his representation dated nil against enquiry report which were not found convincing."

17. Upon a perusal of the said impugned order, it is evident that contention which has been raised by the workman in his reply have not been considered. The impugned order has been passed in a very casual manner. Regulation 59 is pertaining to procedure for imposing major penalty of which clause (2) envisages that the disciplinary authority shall, if it disagrees with the findings of the inquiry authority on any article of charge, record its reasons for such disagreement and record its own findings on such charge, if evidence on record is sufficient for the purpose. An order under said regulation need not contain an elaborate reason. But that does not mean that the order of the Disciplinary Authority need not contain any reason at all. Whether there was application of mind or not can only be disclosed if reasons, which lead to the conclusions, are mentioned by such authority. Finding under said Regulation must contain some reason at least in brief, for his disagreement with the findings of the Inquiry Officer and his own findings on alleged charges on the basis of evidence on record. The purpose of disclosures of reason is that unless they are disclosed a workman cannot know whether the authority concerned has applied his mind. Also, giving reasons minimize chances of arbitrariness. It is also essential of rule of law and principles of natural justice.

18. It is well settled legal position that Tribunal would not interfere the findings of inquiry officer or Disciplinary Authority as a matter of course. The Tribunal shall not sit as Appellate Authority over the orders of Disciplinary Authority and substitute its own conclusion in place of the conclusion by the Disciplinary Authority. But, this does not mean that in all circumstances the Tribunal cannot interfere.

19. In the instant case, the Inquiry Officer has found charges levelled against the workman as not proved. Disagreeing with the findings of the enquiry report, show cause notice was issued and the workman submitted his

reply to the said show cause notice but it is evident from the impugned order that no reasons have been mentioned as to why he did not find the reply of the workman convincing. Further, there is no recording of his own finding under regulation 59 (2) of the FCI Regulation, 1971 on the alleged misconduct in the charge sheet after considering the evidence on record and contentions in the reply of the workman, wherein he has made contentions based on the findings of the Inquiry Officer that there appears no reason to treat a given address as incomplete even if it appears to be incomplete; communication should have been made as proof of effort, which was not done further medical leave on medical ground supported on medical certificate cannot be turned unauthorized leave. Further, it is also evident from the impugned order that it has been alleged that the workman willfully and deliberately absconded himself from duty from 13-6-86 to 6-10-86 and thereafter w.e.f. 7-10-86 to 13-9-90. There is no allegation in the charge sheet regarding unauthorized absence from 9-10-86 to 13-9-90 and same was not possible because charge sheet was served on 10-2-88. Besides this it is also alleged in the impugned order that charges sheet was served for unauthorized absence for said period and for obtaining the passport by unfair means by concealing the fact of being Govt. servant but there is no such charge in the charge sheet.

20. It is alleged in the charge under Article - I that the workman adopted unfair tactics for sending leave application on medical ground from one place to another place without giving complete leave address clearly prove that he was not willing to join his duty and in charge under Article - II it is alleged that the workman did not bother to comply the orders of the competent authority and utterly failed to join duty. Further non bailable warrant could not be served upon him due to his unauthorized prolonged absence from duty and correct address was not known which caused unwarranted displeasure of the court concerned against FCI authorities. But the Disciplinary Authority has neither given any finding on the above charges on the basis of evidence on record nor has he given any reason for disagreeing with the findings of the Inquiry Officer also as regard contention of the workman made in his reply to show cause notice.

21. Thus, it is evident from impugned order itself that it is arbitrary, nonspeaking, non-reasoned, without application of mind and in violation of Regulation-59 (2) of Regulation, 1991. In view of discussions made above impugned order dated 26-2-2001 is liable to be set aside.

22. Accordingly, the reference under adjudication is answered as under:

- (i) Since the impugned order dated 4-9-98 has already been set aside and relief claimed in this regard has already been granted by the Appellate Authority, as such no dispute left as regards said impugned

order and the workman is not entitled to any relief in this regard.

- (ii) The action of the management of FCI in reducing the workman from the post of AG II to AG III and restore to present pay after five years vide impugned order dated 22/26-2-2001 is unjustified & illegal, therefore, the same is set aside. Resultantly, the workman will be entitled to consequential benefits, if any due to setting aside of said impugned order.

21. Award as above.

Lucknow
26-8-2009

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 2 सितम्बर, 2009

का.आ. 2674.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 4/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-09 को प्राप्त हुआ था।

[सं. एल-42012/214/94-आईआर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 2nd September, 2009

S.O. 2674.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 4/96) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of CPWD and their workman, which was received by the Central Government on 2-9-2009.

[No. L-42012/214/94-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

Case No. I.D. 4/96

Sh. Chanderswar S/o Shri Rajeshwar Thakur, H. No. 151,
Gadaria Mohalla, Ram Nagar, Karnal (Haryana)

.....Applicant

Versus

The Assistant Engineer, CPWD, Central Sub Division,
Karnal (Haryana)

.....Respondent

APPEARANCES

For the workman : Legal Representative of
workman

For the management : Shri G. C. Babbar

AWARD

Passed on. 25-8-09

Central Government vide notification No. L-42012/214/94-IR (DU), dated 27-12-95, has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of CPWD, Karnal in terminating the services of Shri Chandershawar ex-Beldar w.e.f. 20-12-91 is fair, just, and legal? If not, to what relief the workman concerned is entitled to and from what date?”

2. Case is taken up in Lok Adalat. Shri Aman who is the legal representative of the deceased workman is present. Management also present. Long discussion took place. It is settled that the prescribed authority will assist Shri Aman to get the work in his division near to the place of living of Shri Aman through contractor. On the basis of this settlement, the legal representative of Chandershawar deceased workman agreed to withdraw this industrial dispute. Accordingly, the reference is decided as settled in Lok Adalat between the parties. Central Government be informed and thereafter, file be consigned to record room.

Chandigarh.
25-8-09

G. K. SHARMA, Presiding Officer

नई दिल्ली, 2 सितम्बर, 2009

का.आ. 2675.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 17/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-09 को प्राप्त हुआ था।

[सं. एल-40012/201/2001-आईआर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 2nd September, 2009

S.O. 2675.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2002) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of

Post and their workman, which was received by the Central Government on 2-9-2009.

[No. L-40012/201/2001-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-1, CHANDIGARH**

Case No. I.D. 17/2002

Sh. Gurmeet Singh S/o Sh. Gurdev Singh, Vill. Kansal PO
Nada, Distt. Ropar

.....Applicant

Versus

Superintendent of Post Offices, GPO, Sector-17,
Chandigarh-160017

.....Respondent

APPEARANCES

For the workman Shri D. R. Sharma, Advocate.

For the Management Shri K. K. Thakur, Advocate.

AWARD

Passed on 27-8-09

Government of India vide Notification No. L-40012/201/2001-IR(DU) Dated 27-12-2001, by exercising its powers under Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), referred the following Industrial dispute for adjudication of this Tribunal :—

“Whether the action of management of Post Office in ordering disengagement/termination of the services of Sh. Gurmeet Singh is just and legal and if not what relief the workman is entitled to and from which date?”

I have gone through the pleadings of the parties. The workman has submitted in his statement of claim that he worked with the management of Post Office from 23-01-1990 to 12-01-1991, when his services were terminated on 13-01-1991 by not permitting him to work. The workman has given the details of work done in different Post Offices in different capacities. It was further submitted by the workman that no notice, one month wages in lieu of notice and retrenchment compensation was given to him before termination of his services.

Management contested the claim of the workman by filing written statement. Two preliminary objections were taken by the management; namely, the date of termination is differently mentioned by the workman in Demand Notice and statement of claim, and the Post Office is not an industry. On merits it was contended by the

management that workman worked as stated in statement of claim but has not completed 240 days in any of the calendar year. It was further contended by the management that the workman worked as substitute of a regular EDDA from 23-01-1990 to 12-01-1991 and not as Group D employee as claimed by him. There was no employer-employee relationship between them and workman is not entitled for any relief.

Both of the parties were afforded the opportunity of adducing the evidence. Workman filed his affidavit which, was considered as his examination-in-chief and was also cross-examined by the learned counsel of the management on 07-12-2005. Likewise, Shri Nirmaljit Singh, Director Post Offices at Shimla filed his affidavit and was accordingly cross-examined by learned counsel for the workman on 04-06-2007. Certain documents were filed by the parties. Workman filed the photo copies of certain certificates and attendance sheets for the year 1994 to 1996.

Management also preferred to file certain documents, which are certain certificates and details of orders by which workman was engaged in services by Postal Department. I have gone through the pleadings and evidence oral and documentary adduced/filed by the parties.

I am not inclined to accept the contention of the management that the workman worked with the management only as substitute of regular EDDA/R. I am mentioning the reasons for my conclusion as follows:-

1. So far as the preliminary objections taken by the management are concerned, I am of the view that the facts of mentioning the different dates in Demand Notice and Statement of Claim will not affect the adjudication of this reference, because in para No. 1 of written statement (in the column parwise reply), the management has itself admitted that workman worked with the management as substitute of regular EDDA from 23-01-1990 to 12-01-1991. Thus, where the management is itself admitting that workman worked with it up to 12-01-1991, there is no occasion to the management to challenge the different dates mentioned in the Demand Notice and Statement of Claim. The date of termination agreed to both of the parties shall be considered final, with a view that facts admitted are not required to be proved by any of the parties.
2. The nature of any organization is to be seen by the activities carried on by it and the work done and functions discharged by the workman. The definition of term Industry given in Section 2(J) of the Act has been elaborately explained by Hon'ble the Apex Court in Bangalore Water Supply & Sewerage Board & Others Versus A. Rajappa & Others AIR, 1978-SC-548.

In this judgment, Hon'ble the Apex Court has held that Tribunal has to determine the nature of any organization on the basis of the activities carried on

by it. There are several judgments of Hon'ble the Apex Court in which Post Office for the purpose of work done and functions discharged by the workman has been held to be an industry. Thus, I am of the view that management is an industry and this Tribunal has got jurisdiction to redress the grievances of the workman as referred by the Central Government.

3. It is the contention of the management that workman worked throughout as substitute of regular EDDA. Certain orders have been filed by the management. I have scrutinized and perused these documents in detail. I am of the view that these documents does not cover the entire period the workman has worked with the management. Hence, I am not inclined to accept the contention of the management that the workman only worked as substitute of regular EDDA.

4. There are two documents filed by the management and several others filed by the workman, which proves that workman worked as Group D against the vacant post. I am quoting two letters of the department :

(i) It is the letter No. 625 dated Secretariat Chandigarh, dated 18-07-1998, Department of Post, India, which reads as follows :-

"It is intimated that Sh. Gurmeet Singh joined duty as outsider Group D on 01-06-93 FN and relieved on 10-04-97 AN, vice vacant post."

(ii) It is the letter regarding drawing of pay and allowances, Department of Posts, India, written to Senior Post Master, GP, Chandigarh by Sub Post Master, Manimajra bearing No. 778 dated Manimajra 31-10-97. This Letter reads as follows:--

"Certified that Sh. Gurdeep Singh outsider Grade D have worked in the office for the period 01-01-96 to 29-03-96 against vacant post."

These two letters, which have been filed by the Management proves that Sh. Gurdeep Singh has not only worked as substitute of regular EDDA, but against the vacant post and he was lawfully engaged by the management of Post Office against this vacant post. It is not the contention of the management that the initial appointment/engagement of the workman was illegal and void. Thus, workman also worked against the vacant post as Group D employee on his lawful engagement / appointment.

5. There are certain documents filed by the management which also proves that the workman worked as Group D against the vacant post in the year 1995 as well. Exhibit W-30, which is a certificate provided by Sub Post Master also proves that the workman was engaged on different destinations as Group D. Likewise, Exhibit W-40 also proves that workman Sh. Gurmeet Singh worked with the Post Office in different

destinations as Group D. Thus, the documents filed by the workman and by the management and discussed by this Tribunal in para no. 4 prove that workman had worked with the Management on Group D Post in independent capacity otherwise than substitute of a regular EDDA.

6. The workman has also filed few Photocopies of attendance register. Few photocopies of attendance register have also been filed by the management. On joint reading of these documents, I am of the view that the name of the workman was enrolled in attendance register and he marked his attendance in attendance register as Group D employee.

On the basis of above discussion, I am of the view that workman had worked with the management of Post Office in both of the capacities. He had worked with the management as Group D employee against the vacant post and had also worked as substitute of regular EDDA in different periods. For the period the workman had worked as substitute of regular EDDA, the workman cannot claim a legal employer-employee relationship. But for the period he had worked with the management against the vacant post as Group D, there was an employer-employee relationship between management of Post Office and the workman. The relationship between the workman and the management is also established by the facts that he was paid wages directly by the management of Post Office and management was having appropriate administrative control over it.

It is admitted that no notice or retrenchment compensation was given to the workman prior to his termination. The statement of attendance as provided by the workman prima-facie proves that from June 1996 to April 1997, the workman had worked more than 312 days directly with the management. It is the long period for which the workman has worked with the management and reasons known to the management, instead of availability of work with different branches, where the workman worked; he was shifted to another branch as substitute for regular EDDA. If the work was available, workman was lawfully deputed to the work and his working was satisfactory, there was no occasion to prevent him from that work. Under such circumstances the workman can be shifted from the work subject to rules of the department. The management is unable to show, even prima-facie, the reasons for shifting the workman from one Post Office to another Post Office, even if, the work was available in Post Office Manimajra and Post Office, Chandigarh (U.T.), it is the unlawful labour practice just to prevent the workman from any benefit under the provisions of the Act.

As stated earlier, the workman has worked in both of the capacities directly as Group D employee and as substitute of regular employee. The workman has proved by cogent evidence that whenever he worked with the

management as Group D employee, he had completed more than 240 days of work in the preceding year from the date he was shifted to work as substitute of regular EDDA. The workman has served the management for 10 valuable years of his life. As stated earlier, at the cost of repetition that he had worked more than 240 days when he was working as Group D employee against vacant post and his services were terminated without notice or retrenchment compensation.

The Act does not bar the termination of the services of the any workman, but regulates it. As per the provisions of the Act, the services can be terminated by giving one month notice or one month wages in lieu of notice and retrenchment compensation, which were not paid by the management to the workman. Accordingly, the termination of the workman is illegal and void being against the provisions of the Act.

I am also not inclined to accept the contention of the management that the services of the workman cannot be ordered to be regularized in this reference. The question before this Tribunal is not regarding the regularization of his services but it is regarding the legality of termination order. Even if the termination is illegal, this Tribunal just on the basis of this illegality should not order for regularization of the services but it is the legislative mandate that management should be directed to reinstate the workman in the same position from which he was terminated.

Whenever the termination order has been held to be void being against the provisions of the Act, there are two possible remedies available to the workman. The first remedy is, reinstatement on the same work from which he was terminated and the second remedy is a reasonable compensation. It is also a settled principle of service jurisprudence that Tribunal should prefer reinstatement of the workman into the service and in exceptional circumstances where the case before the Tribunal is that no work or vacancy is available; a reasonable compensation should be ordered to be paid. In this reference, it is not the claim of the management that there is no work available or no post lies vacant. Accordingly, I am of the view that the work is still available and the workman deserves to be reinstated into the services on the same position from which he was terminated from the services. Considering the facts and circumstances of the case, I am of the view that workman will not be entitled to the back wages but his seniority shall be protected. Thus, the management is directed to reinstate the services of the workman within one month from the date of publication of this Award. The reference is answered accordingly. Let the Central Government be approached for publication of Award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 2 सितम्बर, 2009

का.आ. 2676.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. बी. एस. ई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 152/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-2009 को प्राप्त हुआ था।

[सं. एल-42012/292/99-आई.आर. (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 2nd September, 2009

S.O. 2676.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 152/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of C.B.S.E. and their workman, which was received by the Central Government on 2-9-2009.

[No. L-42012/292/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM-LABOUR COURT 1,
CHANDIGARH**

Case No. I.D. 152/2000

Mrs. Dil Kumari W/o Sh. Dev Kumar House No. 826,
Sector-II, Panchkula-134109

.....Applicant

Versus

Assistant Secretary (Admn.II), C. B.S.E Shiksha Kendra, 2
Community Center, Preet Vihar, Dehli 110092

.....Respondent

APPEARANCES

For the workman : Shri N. K. Nagar, Advocate.

For the management : Shri Harash Aggarwal Advocate.

AWARD

Passed on : 27-8-09

Government of India vide Notification No. L-42012/292/99(IR) (DU) Dated 3-3-2000 by exercising its powers under Section 10 of Industrial Disputes Act, 1947

(hereinafter referred to as the Act) referred the following Industrial dispute for adjudication: of this Tribunal :—

“Whether the action of the Regional Officer C.B.S.E. Chandigarh and the Assistant Secretary (Admn. II), C.B.S.E. Delhi in terminating the services of Mrs. Dil Kumari W/o Dev Kumar w.e.f. 1-4-99 is legal and justified? If not to what relief the workman is entitled?”

2. On perusal of the pleadings of the parties, it is evidently clear that the main issue for adjudication before this Tribunal is regarding the relationship between the management of C.B.S.E. and the workman. The workman, Mrs. Dil Kumari, has prayed for her reinstatement on the grounds that her services were terminated by the management without notice or retrenchment compensation against the provisions of the Act. On the other hand the management of C.B.S.E. has contended that it is not an industry and alternatively the services of the workman were taken purely on contract and there existed no employer-employee relationship between them.

The management has raised the issue regarding its status by contending that C.B.S.E. is not an industry. The basis of this contention, as is apparent from the materials on record, has been that C.B.S.E. is not producing the goods but conducting examination. I am not inclined to accept this contention because in the definition of industry it is not only production of goods but also the services rendered by any organization are to be looked into. The services are rendered by the management of C.B.S.E. for public at large and for rendering the services assistance of the workman and other categories of employees/officers is taken. Thus, as per the definition of industries given in Bangalore Water Supply & Sewerage Board Vs A. Rajappa & others AIR, 1978-SC-548, the management of C.B.S.E. is an industry.

The workman has contended that her services were terminated by the management of C.B.S.E. illegally without notice and retrenchment compensation against the provisions of the Act. I am not inclined to accept this contention of the workman on the following grounds:

1. Admittedly, the workman was appointed on a contract for specific term and on fixed wages. She was to be paid Rs. 2000 per month without any allowances as the fixed wages. The appointment was for a fixed term and as per the terms and conditions of the appointment letter, it was extendable.

2. It was one of the terms and conditions of the contract providing the work to the workman, that the workman shall not be entitled for regularization of services and other such benefits on the basis of this contractual appointment.

3. From the evidence on record, it is evidently clear that the workman worked exclusively on the basis of this contract. She was paid wages as per the terms and conditions of the contract and not otherwise.

4. Neither Mrs. Dil Kumari, the workman was appointed as per the procedure laid down in rules and regulations of the C.B.S.E. for regular appointment against any substantial vacancy, not was she paid wages as the regular employee. She rendered her services purely on contractual basis for a fixed term and on expiry of the term of the last contract her services were automatically terminated.

Thus, under such circumstances the management of C.B.S.E. was not obliged for any notice or to pay retrenchment compensation as per the provisions of the Act. The services of the workman were rightly terminated on expiry of the term of last contract. The workman is accordingly, not entitled to any relief. Reference is accordingly answered. Let the Central Government be approached for publication of the award and thereafter, the file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 2 सितम्बर, 2009

का.आ. 2677.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल फ्यूल रिसर्च इंस्टिट्यूट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 45/95/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-2009 को प्राप्त हुआ था।

[सं. एल-42012/198/94-आईआर (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 2nd September, 2009

S.O. 2677.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 45/95) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employer in relation to the management of Central Fuel Research Institute and their workmen, which was received by the Central Government on 2-9-2009.

[No. L-42012/198/94-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, DHANBAD

In the matter of a reference U/s. 10 (1) (d) of I.D. Act.

Reference No. 45 of 1995

Parties : Employers in relation to the management of
Central Fuel Research Institute (C.F.R.I.)

AND

Their workmen.

Present: Shri H. M. Singh, Presiding Officer.

APPEARANCES

For the Employers : Shri B.K. Mukherjee, Adv.

Shri G.K. Mukherjee, Adv.

For the Workmen: Shri D. Mukherjee Advocate and
Shri K. Chakravarty, Advocate.

State Jharkhand. Industry : Fuel.

Dated, the : 20-8-2009

AWARD

By Order No. L-42012/198/94-IR (D.U.) dated 5/9-5-1995 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

“Whether the action of the management of Central Fuel Research Institute, P.O. CFRI Digwadih, Dhanbad in denying regularization of Md. Riaz and 9 others as per the Annexure below is justified? If not, to what relief the concerned workmen are entitled to?”

2. Written statement has filed on behalf of the concerned workmen stating that they had been working as permanent workmen within the precinct and premises of the Central Fuel Research Institute since long as per direction of the management. The Concerned workmen were appointed by the management and they were discharging service for the benefit of the management. However, to camouflage the realize no for male appointment letter was issued to them. They had been performing permanent nature of job as per direction, control and supervision of the management, and they had in more than 240 days attendance in each calendar year. All the implements necessary for execution for the job were being supplied by the management. They had been rendering services and producing goods for the benefit of the management.

In spite of the aforesaid facts the management with an ulterior motive to deprive the poor workmen and to camouflage the real issue disbursing the wages to the concerned workmen in the name of alleged intermediaries only to pay the concerned workmen below the rate of wages prescribed for the Government employees and to deprive them other facilities as per law. The disbursement of wages through alleged intermediaries was nothing but a legal camouflage. The concerned workmen represented before the management several times for their regularisation and for payment of wages as per law but without any effect. The management became very much annoyed with the concerned workmen for their repeated insistence for regularisation and for payment as per law and the annoyance caused to the extent of stopping the concerned workmen from service in violation of the principles of natural justice. Thereafter, the concerned workmen, seeing no other alternative, raised an industrial dispute before the Asstt. Labour Commissioner (Central), demanding regularisation on being reinstated. The management submitted its reply taking various legal pleas, such as the dispute is not an industrial dispute and the I.D. Act is not applicable to the Organization run by the management. The management further took a plea that Md. Riaz Ahmad, Jagdish Singh, A. K. Banerjee and Puran Ram had never worked. The management further took the plea that none of the workmen whose names mentioned in the petition had worked for few days under the Contractor. The union submitted its reply denying the allegations stated by the management in its petition and after seeing the merit in the case the Government referred the dispute for adjudication to this Hon'ble Tribunal. It has been prayed that an award be passed in favour of the workmen.

3. Written statement has been filed by the management stating that the reference is not maintainable either in law or on facts. The C.F.R.I. is a Scientific and Research Institution under C.F.I.R. and the activities of C.F.R.I. are not carried on with a motive to make any gain and profit and, as such the C.F.R.I. is not an "Industry" as defined under Sec. 2 (j) of the I.D. Act.

It has been stated that some of the workmen whose names appear in the reference under Sec. 10 are casual workers sometime engaged by the C.F.R.I. purely on temporary basis for a fixed period and some time engaged by the contractors of the C.F.R.I. It has also been stated that out of the 9 workmen whose names appear in the reference, Md. Riaz Ahmad, Jagdish Singh, A. K. Banerjee and Puran Ram and J. Pappaya never worked under C.F.R.I. either under a contractor or as a D.R.W. It has been submitted that the following is the position of the remaining four workmen who worked under the C.F.R.I.

Name	As Contractor's Labour	On Daily Wage as DRW
1. Kashi Nath Yadav.	1-7-84 to 25-1-85	29-1-85 to 15-5-85
2. Rabindra Prasad.	1-7-84 to 31-2-84	1-1-85 to 15-5-85
3. Rabindra Rout	24-9-84 to 25-1-85	7-10-85 to 22-11-85
4. Sheojag Yadav	1-7-84 to 25-1-85	29-1-85 to 15-5-85.

It has been submitted that there has been no illegal or arbitrary stoppage of work of the workman as falsely alleged. The workman have failed to furnish any particular or details as to how they say that have been illegally and arbitrarily asked to stop the work by the employers of C.F.R.I. The grievance of the workmen, as such, is vague, motivated and deserves no consideration.

It has been submitted that the period of employment of daily rated worker working on daily wages automatically come to an end in completion of specified work or on completion of specified period as the case may be. Such daily rated workers cannot be treated as retrenched workmen for the purpose of the provisions of Sections 25-H and 25-F. Such daily rated workers will not be entitled to any relief under the Act.

It has been prayed that the Tribunal be graciously pleased to pass an award holding that the action of the management in denying regularisation of Md. Riaz and others is justified and the workmen are not entitled to any relief.

In rejoinder to the written statement of the workmen, the management has admitted that some of the workmen approached the C.F.R.I. for employment viz. Rabindra Prasad, Shivjug Yadav and Rabindra Routh and they were duly informed that their request cannot be acceded to since their cases were not recommended by the duly constituted Selection Committee to whom they appeared for interview.

4. Rejoinder to the written statement of the management has been filed by the workman stating almost same facts as stated in their written statement. It has been denied the statement of the management that Md. Raiz Ahmad, Jagdish Singh, A.K. Banerjee, Puran Ram and J. Papaiya never worked under C.F.R.I. as directly or indirectly through the alleged contractor.

5. The management has produced MW-1—Jai Shankar Saran—who has proved documents, marked Exts. M-1 to M-3/3.

The concerned workman has produced himself as WW-1, A. K. Banerjee who has proved Exts. W-1 and 'X' for identification.

6. The main argument advanced on behalf of the management is that CFRI is not an 'Industry'. In this respect the management has referred AIR 1997 SC 1855 in which Hon'ble Supreme Court held that Research Laboratory is not as Industry when carrying on activity of research not for benefit or use of others. They have also referred Civil Appeal Nos 1787-1992 of 1991 (S.C.) -CSIR Vs. Padma Rabintra Nath & others—decided on 18-7-2000 by Hon'ble Supreme Court by which appeal was allowed in favour of CSIR—holding CSIR is not an 'Industry'.

In this respect the statement of the management's witness is very much important in which MW-1-Jai Shanker Saran stated in cross-examination at page 4 that the coal of the private party is also analysed by CFRI and service charge is realised for the same. Service charge is realised from the Government also. It only shows that the management is doing research work with business and charging fees from the private party also as well as Government. So, it shows that the management cannot be said that the management is not doing a profit making work. In the present case as per statement given by the management's witness the CFRI is doing business and taking fees for providing service, so it cannot be said that it is not 'Industry'.

7. The learned counsel of the workmen argued that as per written statement filed by the management shows that they admitted in their written statement in para 10 that four persons out of nine persons have worked with them, but they are casual workmen and they have been engaged only for temporary basis. The management's witness MW-1 stated that the concerned workmen were not found fit by the Selection Committee, but the report of the Selection Committee has not been filed with the Tribunal, so that it may show that reasonable opportunity has been given to the concerned workmen by Selection Committee. MW-1 has stated in cross-examination at page 3. I have seen the notification by which a Selection Committee was constituted. I do not recall the names of those who were the members of the said Selection Committee. I cannot say about the criteria laid down under the said scheme for absorption of casual workmen. In this respect learned counsel of the workmen also referred Ext. -2 in which it has been stated by Council of Scientific & Industrial Research dated 4-10-90 for absorption of casual workers in CSIR and its Laboratories/ Institutes. There laid down certain conditions though those opportunity should have given to the concerned workmen to whom the management has admitted in the written statement at para 10 for working with them. In para 22 of the written statement it has been stated that Rabintra Prasad, Shivraj Yadav and Rabintra Routh had been duly informed for not recommending their names by Selection Committee, who have appeared for interview. It only shows that the interview was held only arbitrariness, but the management has not filed mark-sheets

of the candidates by the Selection Committee for selection though three persons as per written statement in para 22 appeared before Selection Committee but they have not been considered, the reason of not consideration has not been filed by the management. It shows arbitrariness of the management.

8. The management has referred AIR 2007 SC 288 in which Hon'ble Supreme Court laid down that Court has to operate within four corners of questions referred—Question about legality of termination of services of seasonal workers—Court cannot go into Question as to whether employer was bound to take service of respondent to the subsequent season or not. Management referred another judgement of Hon'ble Supreme Court reported in AIR 1987 SC 163 in which Hon'ble Supreme Court laid down that Labour Commissioner after examining each workman and after considering documents produced by them recording finding that they were not regular employees of the concern but they were contract labourers employed by Contractor for emergency maintenance and shut down jobs- Finding of Labour Commissioner held, could not be said to be vitiated.

9. Management's counsel referred Ext. M-1 which is regarding destruction of office records connected with accounts, Ext. M-2 which circular regarding absorption of casual workers in CSIR, Ext M-3 to M-3/3 which are applications of workmen for appointment dated 9-4-92 and 30-3-92, Ext. M-4 is Memo of Govt. of India No. 44012/12/1/93. ORM dated 24/30-9-93, Ext. M5 is copy of Rules and Regulations and Bye Laws of CSIR, Ext. M6 is photo copy of certificate dated 1-1-88 given by Controller, to Rabintra Prasad and Ext. M-7 is copy of written statement filed by CFRI before ALC (C).

Management's counsel argued that record has been destroyed as per MW-1 so the record could not be placed before Court regarding work done. He has also argued that work done by the concerned workmen for the period and how many days worked no paper can be filed because they are destroyed as per rules of CISF.

10. The management referred AIR 1997 Supreme Court 2817 in which Hon'ble Supreme Court laid down that under Sec. 10 of the I.D. Act employees of corporation have got protection against arbitrary action of employer. Remedy either under Art. 226 or of reference under Section 10 of I.D. Act is available. The Hon'ble Court further held—“There have been two streams of thinking simultaneously in the process of development to give protection to the employees of the Corporation. Its actions are controlled as an instrumentality of the State and the rules are made amenable to judicial review where there exists no statutory or analogous rules/ instructions, the provisions of the I.D. Act get attracted. The employees are entitled to avail constitutional remedy under Article 226 or 32 or 136, as the case may be. The remedy of judicial review to every citizen or every person has expressly been provided in the Constitutions. It is a fundamental right of every citizen. In

the absence of statutory administrative instruction in operation, the remedy of reference under Section 10 of the I.D. Act is available. Therefore, two streams, namely remedy of judicial redressal by way of proceeding under art. 226 or a petition filed before the administrative Tribunal to the aggrieved parties, are coexisting. If the doctrine laid in Bangalore Water Supply Board case. AIR 1978 SC 548 is strictly applied, the consequence is catastrophic and would give a carte blanche power with laissez faire legitimacy which was buried far deep under the lathal below of article 14 of the constitution which assures to every person just, fair and reasonable procedure before terminating the services of an employee. Instead, gives the management/employer the power to dismiss the employee/workmen one month's notice or pay in lieu thereof, and/or payment of retrenchment compensation under the Act. The security of tenure would be in great jeopardy. The employee would be at the beck and call of these employers, always keeping his order of employment in a grave uncertainty and in fluid state like damocles's sword hangs over the neck. On the other hand, if the interpretation of providing efficacious remedy under article 226 gives rotection to the workmen/employee the speedy remedy under article 226/Section 19 of the Administrative Tribunals Act would protect the employee/workmen from arbitrary action of the employer subserving the constitutional scheme and philosophy. The Court would, therefore, strike a balance between the competing rights of the individual and the State/agency or instrumentality and decide the validity of action taken by the Management. Necessarily if the service conditions stand attracted, all the conditions laid therein would become applicable to the employees with a fixity of tenure and guarantee of service, subject to disciplinary action. His removal should be in accordance with the just and fair procedure envisaged under the Rules or application of the principles of natural justice, as the case may be, in which event the security of the tenure of the employee is assured and the whim and fancy and vagary of the employer would be deferred and if unfair and unjust action is found established it would be declared as an arbitrary, unjust and unfair procedure. On the other hand, if the finding is that there exist no statutory rules or certified Standing Orders exist or they are not either made or are inapplicable, the remedy of reference under Section 10 of the Act would always be available and availed of as it is an industry and indicia laid in Bangalore Water Supply Board case, AIR 1978 SC 548 gets attracted."

The concerned workmen also referred 1985 SCC (L&S) 975 in which Hon'ble Supreme Court laid down that under Section 25-B (2) (a) (ii) of the Industrial Disputes Act Employer's failure to produce attendance register to controvert workman's claim-workman's claim acceptable. Termination of service of a day's wages labour by Reserve Bank of India on his passing matriculation examination sometime after his appointment-Terms and conditions of

appointment containing no such stipulation-termination unfair and by way of victimisation. In this case the management has not filed attendance register of the workmen which shows which that they have worked for more than 240 days and the management only admitted for short period of working of the concerned workmen. The management has not filed Selection Committee report before whom these four persons appeared for interview. In the circumstance it shows that the management has arbitrarily denied regularisation of four persons namely, Kashi Nath Yadav, Rabindra Prasad, Rabindra Rout and Sheojag Yadav. 'X' for identification which has been proved by WW-1 shows that Sheojag Yadav was engaged in the water supply Sec. of C.F.R.I. worked from July, 1984 to January, 1985 on contract basis and he also worked as daily wage worker from 28th January, 1985 till date, and 'X/2' certificate issued by C.F.R.I. for working regarding Jagdish Singh and 'X/3' issued by C.F.R.I. for working regarding Kashi Nath Jadev shows that he has worked for more than 240 days. 'X/4' certificate issued by C.F.R.I. to A.K. Banerjee shows for his working Ext. W-1 shows, which has been issued by the management's Administrative Officer (SG), the work done by J. Papaiya. It only shows that four workmen as mentioned in para 11 of the management written statement, namely, Kashi Nath Yadav Rabindra Prasad, Rabindra Rout and Sheojag Yadav, had worked with management, but the management has not produce their register and payment register and even not produced Selection Committee, report on which basis these persons were not found fit by the management's Selection Committee.

11. In view of the discussions made above, I come to the conclusion that the action of the management of Central Fuel Research Institute, P.O. CFRI, Digwadih, Dhanbad in denying regularisation of four persons out of ten persons, namely, Kashi Nath Yadav, Rabindra Prasad, Rabindra Rout and Sheojag Yadav, is not justified, and he management is directed to reinstate the above said four persons from the date of stoppage from service and to regularise then with 75% back wages, with 30 from the dated of Publication of the award.

This is my award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 2 सितम्बर, 2009

का.आ. 2678.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय इलाहाबाद के पंचाट (संदर्भ संख्या 34/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-2009 को प्राप्त हुआ था।

[सं. एल-12011/97/2007-आई.आर.(बी-11)]

राजेश कुमार, डेप्युटी अधिकारी

New Delhi, the 2nd September, 2009

S.O. 2678.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 34/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen which was received by the Central Government on 2-9-2009.

[No. L-12011/97/2007-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P. L. Norbert, B.A. L.L.B., Presiding Officer

(Tuesday the 11th day of August, 2009/20th Sravana, 1931)

LD.34/2007

Union : The Assistant Secretary,
Canara Bank Staff Union
41/2201, Ernakulam North
Ernakulam-682018
By Adv. Ashok B. Shenoy.

Management : The Deputy General Manager,
Canara Bank, Staff Section,
Circle Office, M. G. Road,
Spencer Junction,
Thiruvananthapuram.
By Adv. R. S. Kalkura.

This case coming up for hearing on 05-08-2009, this Tribunal-cum-Labour Court on 11-08-2009 passed the following.

AWARD

This is a reference made under Section 10 (1) (d) of Industrial Disputes Act. The reference is :

“Whether the action of the management of Canara Bank in dismissing Shri. R.V. Balamukundan, Its former employee from services on the alleged misconduct of misappropriation of Bank's Fund is fair and justifiable ? It not, what relief he is entitled for?”

2. The facts of the case in brief are as follows:— Shri R. V. Balamukundan was working as Peon of Canara Bank at its Parappur branch in Malappuram District. While so,

he was charge sheeted for stealthily removing currency of Rs. 850/- out of the soiled currency notes amounting to Rs. 1,40,000/- entrusted to him by Cashier to fix DP Code Seal of the Branch on the currency notes. An enquiry was ordered and he was found guilty of the charges. The Disciplinary authority imposed the punishment of compulsory retirement. The enquiry and the punishment are under challenge.

3. According to the union no proper enquiry was conducted. The finding is not based on evidence. The charges are vague. The Enquiry Officer had a biased mind. He is an officer inferior to the Investigating Officer whose report was relied on and who was examined in the enquiry. The enquiry is vitiated for serious infirmities and violation of the principles of natural justice. No reasonable opportunity of defence was given to the workman. The documents were received in evidence without proper proof. The Enquiry Officer denied opportunity to cross examine management witnesses. No opportunity was given to adduce defence evidence. The punishment is illegal and harsh. Even if the charges are proved the misconduct is only a minor misconduct. No misappropriation is done by the workman. The disciplinary authority failed to take into consideration the mitigating circumstances of the workman.

4. According to the management the Enquiry Officer has followed the procedure of enquiry and complied with the principles of natural justice. The findings are based on evidence on record. Five witnesses were examined and 19 documents were marked on the side of the management. The workman was represented by a bank employee of his choice. All the witnesses on the management side were cross examined. Though opportunity was given no defence evidence was adduced. The documents were marked after proper proof. Even though the workman confessed the guilt the misconduct was proved through a proper enquiry and based on materials on record. The provision in the Canara Bank Service Code with regard to disciplinary action and gross misconduct are the same as the provisions in the Bipartite Settlement. The amount misappropriated by the workman was made good on the same day. The punishment is no way disproportionate. The gravity of the misconduct is also to be taken into account while considering the mitigating circumstances. Hence the workman is not entitled for any relief.

5. In the light of the above contentions the points that arise for consideration are:—

1. Are the findings sustainable ?
2. Is the punishment proper?

6. The evidence consists of the oral testimony of MW1 (Enquiry Officer) and the documentary evidence of the Exts. M1 (Enquiry File).

7. Point No. 1: The allegation against the workman Sri R.V. Balamukundan (peon) is that on 03-03-2004 he had removed Rs. 850 out of the soiled currency notes entrusted to him for affixing DP Code seal of the branch on the currency notes by the Cashier. Though certain preliminary objections were raised by the learned counsel appearing for the union regarding improper conduct of enquiry no separate order on the question of validity was insisted. However I will consider the contentions of the learned counsel regarding validity of enquiry.

8. According to the learned counsel the charges are not clear and are vague. Ext. ME1 is the charge sheet. I am not able to find anything, unclear from the allegation in the charge sheet. Other than raising an issue in the claim statement it is not attempted to be substantiated.

The next contention is that no opportunity was given to the defence to cross-examine management witnesses and the documents on management side were marked without proof this is incorrect. The enquiry proceedings show that all the 5 witnesses on the management side were cross-examined by the defence representative. Besides marking of the management documents without proof was objected by the defence and hence they were marked through competent witnesses. That is also recorded in the proceedings.

The next allegation of the union that no opportunity was given to adduce defence evidence is patently wrong. The proceedings sheet of the enquiry shows that at the end of the management's evidence the defence was given opportunity to adduce defence evidence. But neither witnesses were examined nor documents were produced. It was submitted by the defence had no evidence. After getting the argument notes the Enquiry Officer prepared the report.

9. It was also contended by the union that the Enquiry Officer was inferior to the Investigating Officer, whose report was relied on by the management and who was examined as MW3 in the enquiry. Thus the Enquiry Officer was obliged to his superior officer and proceeded with a biased mind. However when the Enquiry Officer was examined in the court as MW1 he stated that both himself and the Investigating Officer (MW3) were Managers but he was senior to MW3. Even if one of the witnesses in the enquiry is a superior officer to the Enquiry Officer normally that can not influence the Enquiry Officer. It is for the union to prove instances of biased behaviour of Enquiry Officer. Since the very allegation that MW3 was superior to the Enquiry officer falls to the ground the question of bias also cannot stand. thus there is nothing to show that the enquiry is vitiated for any reason.

10. Coming to the merits of the case it was contended by the learned counsel for the union that the findings are entered by the Enquiry Officer merely on the basis of confession statement of the workman and not on the strength of evidence. The submission is not correct. Five witnesses were examined and 19 documents were marked on the side of the management. MW1 in the enquiry was the then Branch Manager. MW2 was a Cashier, who had entrusted the soiled currency notes to the workman for affixing the DP code seal on the currency notes MW5 was the supervising cashier. When shortage was found by MW2, the matter was informed to MW5 who verified and confirmed the shortage. MW5 then openly said that unless the concerned person come forward and admit the incident police will be called. It was thereafter that the workman admitted his guilt. A staff meeting was convened in which the workman confessed his guilt MW4 (Clerk) and 5 have admitted fact Ext. M6 and M7. are cash registers of the branch of the dated 2-3-2004 and 3-3-2004 wherein the cash taken out of the chest is recorded. Exts. ME 15, 18 and 19 are statements given by MW2, MW4 and MW5 to the Investigating Officer (MW3). They narrated the incident and said that the worker had admitted the guilt in the staff meeting convened shortly after the incident. MW4 in Ext. ME-18 state that he had entrusted soiled currency notes to the workman for affixing DP code seal. around 12 O'clock the currency were returned by the workman. MW4 counted the currency note and found that there was shortage. He informed the matter to MW5 and MW1 immediately. MW5 then counted the currency and confirmed a shortage of Rs. 850 MW5 then reported the matter to the manager who also counted the currency and confirmed the shortage. Then MW5 openly announced that unless the culprit come forward and admit the guilt he would inform the police. On hearing this the workman called MW5 to the dining hall and discussed something with him. Thereafter a staff meeting was held at 2-15 p.m and the workman admitted his guilt in the staff meeting. On the same day he remitted Rs. 850 to Bank's account. This evidences is not controverted. On the basis of these materials the Inquiry Officer could very well conclude that the conduct was committed by workman himself. Besides there is the admission statement of the workman in Exts ME2, 11 (A), 13 and 17. Ext. ME (2) is the reply to the charge sheet wherein he admits his guilt. Ext ME-11 (a) is a letter of the workman to the Manager of the branch, wherein also he admits his guilt. Ext. ME-13 is a letter addressed to the Assistant General Manager by the workman admitting his guilt. Ext. ME-17 is another letter addressed to the Branch Manager by the workman admitting his guilt. The worker has thus repeatedly admitted that the money was taken by

him while the soiled currency notes were entrusted to him for the purpose of affixing seal. It was strenuously contended by the learned counsel for the union that the confession statements were given by the worker under threat and coercion. It is submitted that since MW-5 had threatened police action he was unable to resist the threat and had to admit the guilt. Assuming that at the nick of the moment he had given Ext. ME-11-A statement there is no satisfactory explanation as the admission made by him after five months in the reply, Ext. ME-2 to the memo of charges. He had enough time to think and take advice. Yet he admitted the guilt in Ext. ME-2 reply. Besides nowhere he had made a complaint till the enquiry that he was compelled to give a confession statements to the management. Therefore the contention regarding the ratened or induced admission is without merits. The findings are supported by sufficient evidence on record.

11. It was submitted by the learned counsel for the workman that no loss has been caused to the bank by the alleged conduct of the workman. Even if there was shortage it was made good on the same day by the workman. Hence the bank has not suffered any loss at all. Similarly there is no misappropriation of money by the worker. It is admitted by the management that on the same day amount was remitted. Ext. ME-9 is the cheque dated 3-3-2004 for Rs. 850 drawn on O.D. account of the workman. Having fraudulently removed bank's money it is no answer to say that it was repaid on the same day and hence bank has not suffered any loss. But the repayment was made after detecting the shortage by the cashier and since the worker was the only person who had handled the soiled currency notes he had not other option then to admit the guilt. In the above circumstances he remitted the amount. The misconduct was already committed by him before remittance of the money.

In the light of the above circumstances and evidence I hold that there is no infirmity in the findings of Enquiry Officer.

12. Point No. 2:— It is submitted by the learned counsel for the workman that the misconduct, if proved would amount only to minor misconduct and hence imposition of a major punishment is illegal and disproportionate. Ext. ME-1 is the charge sheet alleging misconduct of causing willfull damage to the property of the bank which is a gross misconduct within the meaning of Chapter XI, Regulation 3, Clause (j) of Canara Bank Service Code, failure to take steps to protect the interest of the bank and to discharge duties with utmost honesty, diligence etc., Regulation 2A Clause (1) of Service Code and an act prejudicial to the interest of the bank, Regulation 3, Clause (m). The first and last provisions of the Service

Code are the same as Clause 19.5(d) and (J) of First Bipartite Settlement (gross misconduct). The punishment for gross misconduct is enumerated in Clause 19.6 of the First Bipartite Settlement which was amended and substituted by 6th Bipartite Settlement of 14-2-1995. The removal of money and misappropriation of the same is definitely a gross misconduct and the acts amount to willful damage to the property of the bank and are prejudicial to the interest of the bank. Therefore there is no illegality in the order of punishment.

13. It was then submitted by the learned counsel for the union that the disciplinary authority had not taken into consideration the mitigating circumstances of the workman. The workman is stated to be a physically challenged person having a family consisting of aged and ailing mother, unemployed wife and two school going children. He has no other source of livelihood. There is no previous disciplinary action against him. The punishment imposed is compulsory retirement with retiral benefits. Honesty is the hall mark of a bank employee as the public must have confidence in the institution where their money is deposited. It integrity and honesty of the employees is at stake the public will hesitate to approach the institution. The fact that the workman has a family to look after and he has no other source of income, did not deter him from committing the mischief. Considering the above circumstances the punishment of compulsory retirement with retirement benefits cannot be said to be shockingly disproportionate. Hence I refrain from interfering with the punishment.

In the result an award is passed finding that the action of the management in imposing the punishment of compulsory retirement on the workman Shri. R. V. Balamukundan, is legal and justified and he is not entitled for any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 11th day of August, 2009.

P. L. NORBERT, Presiding Officer

Appendix

witness for the Union	-Nil
witness for the management	
MW1 22-7-09	-Nazar K. A.
Exhibit for the Union	-Nil
Exhibit for the management	
M1-Enquiry File.	

नई दिल्ली, 2 सितम्बर, 2009

का. आ. 2679.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 2/1991) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-9-2009 को प्राप्त हुआ था।

[सं. एल-12012/270/90-आई आर. (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 2nd September, 2009

S. O. 2679.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2 of 1991) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 1-9-2009.

[No. L-12012/270/90-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL TAMILNADU, CHENNAI 600 104.

Friday the 26th day of June, 2009

Present : TMT. S. Vimala, B.Sc., M.L., Presiding Officer, Industrial Tribunal.

Industrial Dispute No. 2 of 1991

(In the matter of dispute for adjudication Under Sec. 10 (1) (d) of the Industrial Disputes Act, 1947 between the workmen and the Management of United Commercial Bank, Madras - 1).

Shri A. Sappani,
No. 86 Kailasapuram,
Tirunelveli Junction.
Tirunelveli 627 001

...Petitioner/workman

And

The General Manager,
United Commercial Bank,
Zonal Office,
No. 169, Thambi Chetti Street,
Madras 600 001

...Respondent/Management

Reference : Order No. 12012/270/90-IR-B (II) Dated 26-12-90, Ministry of Labour, Govt. of India, New Delhi.

This dispute coming on for final hearing on Wednesday, the 17th day of June, 2009, upon perusing the reference, Claim statement, Counter statement and other

connected papers on record and upon hearing the arguments of Thiru A. T. Chandrasekaran, Advocate, appearing for the Petitioner and Thiru R. Arumugam, Advocate, for M/s Aiyar & Dolia, appearing for the Respondent/management in this Industrial Dispute and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

The Government of India have referred the following issue for adjudication by this Tribunal :

Whether the action of the Management of UCO Bank in dismissing Shri A. Sappani, Watchman-cum-Peon from the services of the Bank is justified? If not to what relief the workman is entitled?

2. The main averments found in the Claim statement of the Petitioner are as follows :

The petitioner joined the services of the respondent bank as Peon-cum-Watchman on 27-2-1974. He was posted to work at the Pettai branch, Tirunelveli. During the year 1986 the petitioner was served with a charge sheet dated 4-4-86 for certain alleged misconduct committed between 1979-1983 while he was serving at the bank's branch at Pettai.

3. With reference to the certain malpractices/allegations the bank requested the CBI to investigate it. The C.B.I. which investigated the case did not find it fit to launch any prosecution against any official of the bank. It is understood that they had submitted a report to the respondent together with statements allegedly recorded from witnesses. Acting on the said report, the respondent has issued the charge sheet, to which the petitioner gave his explanation. Then a domestic enquiry was ordered and conducted. The petitioner has no knowledge of English, in which the Domestic Enquiry Proceedings were conducted. His request to engage a Lawyer was negatived. The Enquiry officer gave a report dt. 19-10-88 holding that the charges have been proved. To the second show cause notice the petitioner gave his reply dt. 7-12-88. The respondent passed an Order dt. 13-12-88, dismissing the petitioner from service. The Appellate authority dismissed the petitioner's appeal. Hence the petitioner started the Conciliation Proceedings, which also failed.

4. The petitioner was not given a copy of the C.B.I. report. Hence he was not able to make effective cross-examination of Management witnesses. Refusal to engage a lawyer has also adversely affected his defence. Important documents have been admitted in the evidence, without competent witnesses proving them. The enquiry officer acted in a biased manner. The fact that the petitioner having studied only upto 7th Standard could not have committed the serious acts without participation and connivance of other persons in the bank was not considered

at all. The dismissal of the petitioner from service is totally unjustified. The findings of the enquiry officer are perverse. Hence an award may be passed, directing the respondent to reinstate the petitioner in service with all attendant benefits.

5. The main averments found in the Counter statement of the Respondent are as follows :

The petitioner joined the services of the respondent bank at Pettai branch, Tirunelveli as a peon-cum-Watchman on 27-2-1974. He was given a Tamil translation of the charge sheet at his request. The four charges against him are as follows :

1. The Charge sheeted employee utilised one Athankaraiyan to forge withdrawal slips for a total amount of Rs. 3000 and drew the amount from S.B. A/c No. 1952.
2. He pledged his jewels in the name of Thiru M. Subramaniam and obtained jewel loan and discharged the same by fraudulently withdrawing money from S.B. A/c No. 1952.
3. He forged the signature of Thiru Balasubramanian and withdrew money from S. B. Account No. 1952.
4. (i) He opened two fictitious S.B. A/c No. 1458 & 1952 respectively in the name of Ramachandran and Balasubramanian.
(ii) He deposited the proceeds of 22 instruments in the said fictitious accounts opened by him.

6. A representative of the union conducted the defence. 19 witnesses have been examined by the management. Oral and documentary evidences have established the charges against the petitioner except the Charge No. 4 (1). The Domestic enquiry Officer has recorded his findings on sufficient evidence. The disciplinary authority has agreed with the report of the Domestic enquiry officer and gave a hearing to the petitioner regarding punishment. After considering the materials, the disciplinary authority passed an order dt. 13-12-88 dismissing the petitioner from service. The appellate authority rightly confirmed the order and dismissed the appeal. The respondent was justified in refusing engagement of a lawyer by the petitioner. His defence representative General Secretary of the union is a very competent person. Full opportunity was given to the petitioner. Report of the C.B.I. being a confidential documents, can not be furnished to the petitioner. The domestic enquiry officer had no bias against the petitioner. The petitioner has enough knowledge and ability to handle the work of clearing cheques and doing other clerical jobs which are generally performed by employees above the rank of a peon. The fairness of the domestic enquiry may be decided as a preliminary issue and if the same is found

to be unfair, the respondent is willing to let in further evidence to prove the charges. The punishment of dismissal is not disproportionate. The respondent prays that this tribunal may be pleased to dismiss the claim of the petitioner holding that the action of the respondent in dismissing the petitioner from the service is justified.

7. POINT : The Point for consideration is whether the action of the management of UCO Bank in dismissing Shri A. Sappani, Watchman-cum-peon from the services of the Bank is justified? If not, to what relief is the workman entitled to ?

8. After remand, on behalf of petitioner/Workman, no witness was examined and no document was marked. On behalf of Respondent/management, MW1 one M. Bojaraj has been examined and Ex. M1 to M 16 were marked.

9. The path travelled by this case from 1991 to 2001. The alleged misconduct is said to have taken place between 1977 to 1983. The Charge memo has been issued on 4-4-1986 and the employee has been dismissed on 13-11-1988. The dismissal is challenged by the employee and the Industrial tribunal originally passed an award dated 30-3-1993 ordering reinstatement, continuity of service and 75% of back wages. This award was challenged before the Hon'ble High Court. The Hon'ble High court remanded the matter with a direction to afford opportunity to lead evidence. There was a further direction that if no evidence is offered within six months, the award would become final. Alleging that within six months no evidence was adduced, (therefore the award became final, the workmen filed Claim petition before the Labour Court for computation of benefits payable to him.

10. As against the Order passed in the Writ Petition, Writ Appeal was preferred wherein it was ordered that the "six months" period would commence from the date as would be fixed by the Industrial tribunal for the first hearing. The date of first hearing was fixed as 4-11-2008. Within the time fixed, the management has chosen to adduce oral and documentary evidence. The management has produced 16 documents and examined Mr. Bojaraja as a witness. As evidence had been adduced within six months the claim petition became infructuous. The workman did not adduce any evidence. At this stage, this tribunal is called upon to decide those issues.

11. In respect of materials to be considered, it is relevant to consider the direction given in the Writ petition (the Order of remand passed in the Writ petition has been upheld in the Writ appeal), Writ petition No. 12337/94 dated 16-4-2001.

"The matter is remanded back to first respondent for affording an opportunity to lead evidence of both sides to substantiate their contention. The Labour court is also directed to take into consideration the evidence to be

adduced and also the evidence already available on record and pass orders on merits within a period of six months from the date of receipt of the copy of the order."

The power of the tribunal to reappreciate the evidence as adduced before the Inquiry Officer has been considered and affirmed by the Hon'ble Supreme Court in the following decision :

(2008) 1 Supreme court Cases (L & S) 1066 (Between Workmen of Balmadies Estates Vs. Management, Balmadies Estates and Others)

A. Industrial Disputes Act, 1947 - S. 11A - Labour Court's power of reappreciation of evidence, considered - Held, Power of Labour Court under I. D. Act has expanded vastly after introduction of S.11.A - Hence, it can, in an appropriate case, consider the evidence which has been considered by the domestic tribunal and in a given case on such consideration arrive at a conclusion different from the one arrived at by the domestic tribunal .

12. The main contentions raised by the workman while challenging the Order of the dismissal are as follows :

- (i) The Inquiry Officer did not conduct the enquiry in a fair and proper manner.
- (ii) The Inquiry Officer acted in a biased manner and therefore the order is invalid.
- (iii) The right to legal representation was denied and therefore it amounted to denial of opportunity to defend.

The contentions regarding fairness of the enquiry is concerned it would be dealt with in the later portion. So far as right to legal representation is concerned it is enough if the management permits the services of a competent person. It is not mandatory for the management to permit the services of legal personality alone. Therefore the contention that there is a denial of opportunity as the lawyer is not permitted to assist the workman cannot be accepted.

13. The learned counsel for workman contended that it is not permissible to look into the evidence relating to enquiry proceedings, as fresh evidence has been permitted to be let in.

In support of the contention the following decisions have been relied upon.

(a) In the decision reported in 1999 1 CLR p. 219 (Neeta Kaplish Vs. Presiding Officer, Labour Court and another). The Hon'ble Supreme court held as follows :

"The record pertaining to the domestic enquiry would not constitute "fresh evidence" as those proceedings have already been found by the Labour Court to be

defective. Such record would also not constitute "material on record", as contended by the learned counsel for respondent, within the meaning of Section 11A as the enquiry proceedings, on being found to be bad, have to be ignored altogether."

(b) It has also been held in Shambunath V. Bank of Baroda 1983 11 LLJ 415 that once the domestic enquiry is found to be defective or unfair, it would amount to no enquiry at all.

(c) The Apex Court in Mysore Steel Work Vs. Jitendra Chandra Kar 1971 (40) FJR 63 held that the evidence recorded in the domestic enquiry cannot be looked into when the enquiry was found to be unfair and defective.

These decisions will not apply to the facts of this case because there is no finding by the Hon'ble High Court that the enquiry is defective or unfair. No doubt, once before in the order dated 30-3-1993 this tribunal has given a finding that the findings of the Inquiry Officer are perverse. But the matter was taken in appeal by way of Writ petition. While remanding the Hon'ble High Court has given a direction to this Court to consider the evidence to be adduced and the evidence which was already on record. There was also no finding that the enquiry was not fair and proper. Therefore, as the enquiry proceedings are not set aside, this court has to look into the documents relating to the enquiry proceedings also.

14. The documents that are relied upon now in the fresh evidence had been relied upon earlier occasion also and those documents are Ex.M1 to M10. Ex.M11 is the Proceedings of the Inquiry Officer, which has also been considered on a prior occasion. Again the same set of documents have been filed. Apart from that, Ex.M14 to M16 are documents filled which go to show that the workman is gainfully employed and he has been paid his wages as per the direction of the Hon'ble High Court. The remaining documents are Ex.M12 & M13. Ex.M12 & M13 are the Investigation report dated 26-4-84 and 24-8-84. It is not known what happened to those documents when there had been proceedings from 6-2-86 (date of Charge sheet) to 13-12-88 (date of dismissal order). Except the oral evidence of Bojaraj who was the presenting officer there is no other oral evidence. Now the Court has to find out whether the dismissal of the workman is justified .

15. The sum and substance of the allegations against the workman are as follows :

1. The Charge sheeted employee utilised one Athankaraiyan to forge withdrawal slips for a total amount of Rs. 3000 and drew the amount from S. B. A/c No. 1052.
2. He pledged his jewels in the name of Thiru M. Subramaniam and obtained jewel loan and discharged

the same by fraudulently withdrawing money from S. B. A/c No. 1952.

3. He forged the signature of Thiru Balasubramanian and withdrew money from S. B. A/c No. 1952.

4. (i) He opened two fictitious S. B. A/c Nos. 1458 & 1952 respectively in the name of Ramachandran and Balasubramanian.

(ii) He deposited the proceeds of 22 instruments in the said fictitious accounts opened by him.

In this case originally this tribunal found that the enquiry was not fair and proper. On the orders of the Hon'ble High Court the management was given an opportunity to adduce evidence and the management has chosen to examine Bojaraj (the Presenting Officer during the domestic enquiry) as MW1 and Ex. M1 to M16 have been marked. M14 and M15 has been filed to show that the petitioner is employed as Security Guard in a hotel through Security Head Guard Contractor. Under Ex. M14 the State Bank of India has given the address of Sappani as a resident of Hotel Tamil Nadu Kodaikanal. Ex. M15 shows that as per Court directions a sum of Rs. 459492.30 has been paid to Sappani from 13-7-94 to 28-2-2006. They have also indicated that a sum of Rs. 73910 has been deposited with the tribunal on 15-9-94. Ex. M12 relates to Investigation report of Asst. General Manager.

16. It is the contention of the learned counsel for the petitioner that even the basic elementary procedure has not been followed in conducting the enquiry and the entire proceedings are vitiated by bias. The first submission in support of that contention is that the C.B.I. report (the non production of which is commented upon by the industrial tribunal during the previous occasion) is not produced before this tribunal. It is pointed out that even after getting the second opportunity to prove the charges, that report is not filed. The Charge memo issued by the bank is sought to be made on the basis of report by the C.B.I. During the evidence before the Court, it has been specifically suggested that in order to suppress the corrupt transactions done by the bank, the CBI report has been suppressed and that the last person (Sappani) has been chosen as a scape-goat and the rest of them have been protected. Despite this specific objection taken by the workman that copy of C.B.I. report is not filed before this Court.

17. It is contended that because of the security issues involved CBI report is not produced. It is not as if the physical security of the State is involved. It is the matter relating to the internal transactions of a particular functioning of the branch. No prejudice will be caused to the bank if the report is produced. The non production of the report would cause prejudice to the petitioner in making up his defence because it is the basic documents upon

which the edifice the bank case has been built up. The management cannot seek protection on the ground that it is a confidential document. It can be a confidential document only till the investigation is over. The non-production of report coupled with non-explanation as to how the petitioner alone can do all these acts alleged, speaks volume about the unfairness of the enquiry.

18. At one point of time, the management alleges that the petitioner is the guilty of opening fictitious account by creating a fictitious person by name Balasubramanian. At the same time in the course of evidence, the management witness says that only at the request of the account holder accounts would be closed and that the account of Balasubramanian was closed after getting the signatures. This implies that Balasubramanian is not fictitious person and he is the real person. It is not the case of the management that Balasubramanian has given any complaint. There is also no explanation as to why Balasubramanian has not been examined before the court.

19. It is not as if the incident relating to four charges took place over-night and it is not as if it was a only a single transaction which took place on any particular / single day alone. It is said to be transactions spreading over years together. Not only several transactions are involved but several branches of different banks are also involved. Before making allegation the bank ought to have taken into consideration as to the persons on whom the responsibility had been fixed by the rules and Regulations covering the alleged act. The bank ought to have endeavoured to find out whether there are any lapses- commission- omission on the part of those officers responsible for it. The whole system of banking adopts the procedure of check and counter-check and check and balances. Even if there is an omission on the part of one official, it could be easily identified by another officer in respect of a single transaction. In other words, the nature of work in a banking institution is a team work.

20. From the very nature of the allegations it would be evident that the alleged activities could not have been done without the connivance and the participation by the superior officers. The enquiry which is one sided and which proceeded only against this workman alone goes to show that the Enquiry is a biased one.

21. It is the case of the management that there had been alterations in the cheques and consequent misappropriation. It is not as if it is a single transaction in the sense that cheque was altered on only one occasion and it was detected in one cheque. In that case, there is a possibility that it would have escaped the attention of the bank official. But in this case it is alleged that there was manipulations, alterations and forgeries in respect of several cheques on several days, spreading over several years. In

that case it is a wonder that it is escaped the attention of several bank officials on several days. There are several instructions and the several procedures for identifying the correctness of the signature in the cheque and also to find out the manipulations. Manual on deposits published by Tamil Nadu State Apex Coop. Bank Ltd. Points out, the precaution to be taken when the cheques have to be encashed and when there is payment of cheque through clearing, payment of cheque through transfer, and use of ultra violet lamps etc.

Scrutiny of cheque presented for Payment are as follows :

- (i) Form of the cheque
- (ii) Whether drawn on us ;
- (iii) Date of cheque ;
- (iv) Payee ;
- (v) Amount (both in words and figures);
- (vi) Whether order cheque or bearer one ;
- (vii) Crossing, if any ;
- (viii) Signature of the drawer : (whether property marked, where '& Co.' applicable);
- (ix) Endorsements, if any ;
- (x) Mutilation, if any ;
- (xi) Alterations, if any ;
- (xii) Stop payment instructions, if any ;
- (xiii) Whether the cheque relates to that account.

From this Check-list it is clear that bank has several internal control mechanism to check and find out any discrepancy or any fraud or any alterations even in a single cheque. The cash payment of cheque is done by ledger assistant and by the passing officer and scrutinised by Cash Assistant.

Points to be observed by Ledger Assistant when cheque is received for payment :

When the Ledger Assistant receives a cheque for payment, he should carefully examine that the cheque is prima facie in order. Inter alia, he should satisfy himself that :

- (i) The cheque is a bearer cheque. If it is an order cheque, the same should not be posted for payment without prior approval of the Passing Officer.
- (ii) The cheque is not crossed and that it is drawn on the same branch. It is not endorsed or crossed to another bank.

(iii) The cheque presented is from the cheque book issued to the account holder.

(iv) There is sufficient balance in the account to pay the cheque and there is clear balance in the account.

(v) No stop payment instructions have been received.

(vi) There is no legal bar such as garnishee order or other valid order restraining the constituent from operating the account.

(vii) They are not post-dated or stale (dated more than six months back).

(viii) Amount in words and figures agrees. If there is difference, the amount in words must be taken as correct.

(ix) No notice of death, insanity or insolvency of the constituent has been received. He should obtain the signature of the presenter with date and address, wherever needed, on the reverse of the cheque, issue a token to the presenter and write the token number on the top left hand side of the cheque.

Change in the specimen signature of the Account holder :

(a) Old specimens are replaced by fresh Specimen Signatures : When specimen signatures on record are very old and there is material change in the style of signature, fresh specimen signatures should be obtained from the constituents concerned in a new-account opening form. The Officer concerned must sign the new account opening form recording the date on which it is obtained and file it along with the old specimen signature card-cum-opening form. The old specimen signature card cum-opening form should be marked 'Replaced by fresh signature' without damaging or obscuring in any way the old specimen signature in it.

(b) Account holder can change the mode of his signature :

The Account holder may, in certain circumstances, desire to change the mode of his signature in which case he should personally call on the Bank. He should be properly identified and then a fresh specimen signature should be obtained in a new account opening form. The old account opening form should be cancelled as above and filed with the new account opening form. Specimen signature cards should not be sent through messenger or by post. Specimen signature cards, after being filled up, should not be sent by the customer through messenger or by post.

Change in address of Account holder : Change address of the Account holder should be noted only on

his written authority. The signature of addressee should be verified by the Officer concerned.

The original address in the account opening form, the ledger page and pass book (where applicable) should be neatly scored through and the new address written immediately below in the relative column, giving reference to date of customer's letter, under the initial of the Officer. It should be ensured that change in the address of the Account holder is made only in such accounts indicated by the customer specifically but not in all accounts as a matter of routine. In case of any doubt the intention of the Account holder regarding the change of address in some or all accounts, a reference should be made to him."

22. These procedures, rules and regulations go to show that the responsibility to handle the cheque is not exclusively in the hands of the Watchman. It appears to be in the hands of several Officers. The management has not explained how the petitioner alone could be responsible for doing several jobs at the same time. Under such circumstances, this Tribunal comes to conclusion that the findings are not based on acceptable evidence.

23. It is the duty and responsibility of bank higher official (Manager) to open the account. Even assuming that the present employee took a major role in opening such a account, even then it is the duty of the bank official to counter-check it. That is not done. No action seems to have been taken against those officials. The non-taking of any action against other official would not justify the mistake committed by the present employee. But what exactly is the role played by this employee and what was the role played by his higher official is not made clear before this Tribunal. Therefore, without clear and acceptable evidence the petitioner cannot be made guilty.

24. It is the case of the management that the petitioner utilised the services of one Athankaraiyan for the purpose of forging the account. But he has not been examined neither before the Enquiry Officer nor before the Court. When the main witness who could unfold several things before the Court has not been examined, the inference is that there is fundamental unfairness and bias in conducting the enquiry.

25. It is not the case of the Investigating Officers that they have gone through all documents. The answer of MW14 during the domestic enquiry (Rajagopalan) is very strange. He has stated that he did not go through all the papers but only available papers. He has specifically stated that clearing register, inward schedule, some of the days disputant cheques, outward clearing schedule were not available. He has further stated that there had been ample opportunity to destroy the record, (by the fraudulent person). Who really destroyed the records? What was the opportunity for the sub staff to destroy it? What the other staff were doing when he destroyed the records. When

was the destruction of the records came to the knowledge of the higher officers. What was the action taken by them for causing destruction of the documents? Why no action was taken so far? Are some of the questions which remain silent but speaking volume about the conduct of the management. When it is evident that some material documents have been destroyed and when it is not known at whose instance and for whose benefit those documents are destroyed it is highly unsafe to rely upon a finding which is based on available documents.

26. The Enquiry Officer has relied upon the evidence of the handwriting expert of the CBI Department. The evidence appears to be that the disputed signature was compared with the signature of the petitioner herein and there was similarity between them. The basic question is who disputed the signature of whom, and upon which document? And was there any positive material to show that excepting the petitioner nobody else could have done the fabrication. Was there any complaint that the disputed signature was not that of the disputant? These doubts present unpleasant questions and there is no convincing answer. Under such circumstances the non-production of CBI report assumes much importance.

In the result, this Tribunal hold that the charges against the petitioner are not proved. Therefore, the order of dismissal is set aside. Now the next question is whether the petitioner is entitled to reinstatement, back wages and other attendant benefits or payment of compensation would be an adequate relief. In this case, though the management expresses 'no confidence' on the employee still there are no acceptable material to show that the suspicion is well founded. Even though the dismissal order is set aside, it is done after 18 years. Even though there is proof to show that the petitioner is employed in a hotel, it would not be compensatory in terms of income, the social security and the status. Therefore, the petitioner is ordered to be reinstated in service with continuity of service. Back wages already ordered and deposited into court would enure for the benefit of the workman. No costs.

Dated at Chennai, this 26th day of June, 2009.

TMT. S. VIMALA, Presiding Officer

LIST OF WITNESSES EXHIBITS

WITNESSES EXAMINED ON THE SIDE OF PETITIONER/WORKMEN:

-None-

WITNESSES EXAMINED ON THE SIDE OF RESPONDENT/MANAGEMENT:

M. W. 1 : Thiru. K. Bojaraj

EXHIBITS MARKED ON THE SIDE OF PETITIONER/WORKMAN:

-NIL-

**Exhibits Marked on the Side of Respondent/
Management :**

Sl. No.	Date		Description of Document
1	06/02/86	Ex.M01	Charge Memo issued to Thiru. A. Sappani
2		Ex.M02	Tamil Translation of Ex.M01
3	21/04/86	Ex.M03	Explanation of the workman to the charge memo
4		Ex.M04	Memo of Written arguments of the management representative in the matter of the enquiry conducted against Thiru.A. Sappani
5	19/10/88	Ex.M05	Findings of the Enquiry Officer
6	30/11/88	Ex.M06	Show cause notice issued to the workman
7	7/12/88	Ex.M07	Proceedings of the hearing
8	13/12/88	Ex.M08	Dismissal Order
9	12/01/89	Ex.M09	Appeal preferred by the workman against his dismissal order
10	21/22/03	Ex.M 10	Order of Appellate Authority 89
11		Ex.M 11	Proceedings of the Enquiry Officer
12	26/04/84	Ex.M 12	Copy of the Investigation Report
13	24/08/84	Ex.M 13	-do-
14	21/08/00	Ex.M 14	Copy of the letter received from Hotel Carlton, Kodaikanal.
15	28/07/00	Ex.M 15	Copy of the letter received from S.B.L., Kodaikanal
16	20/04/06	Ex.M 16	Details of payment made to the Petitioner.

नई दिल्ली, 2 सितम्बर, 2009

का. आ. 2680.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कनारा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय -1 चंडीगढ़ के पंचाट (संदर्भ संख्या 23/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-9-2009 को प्राप्त हुआ था।

[सं. एल-12012/136/2005-आई आर (बी-11)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 2nd September, 2009

S. O. 2680.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.23 of

2006) of the Central Government Industrial Tribunal/Labour Court-1 Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 1-9-2009.

[No: L-12012/136/2005-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANANDRAKUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. No. 23/2006

Smt. Maya Devi alias Mamta No. 2074, Sector 37-C,
Chandigarh.

...Applicant

Versus

The General Manager, Canara Bank, Plot No. 1, Sector
34-A, Chandigarh.

...Respondent

APPEARANCES

For the workman

For the Management

AWARD

Passed on 27-8-09

Government of India vide Notification No. L-12012/136/2005-IR (B-II) Dated 15-05-2006 by exercising its powers under Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) referred the following Industrial dispute for adjudication of this Tribunal:-

"Whether the action of the Management of Canara Bank, Chandigarh in terminating the services of Smt. Maya Devi alias Mamta, Ex-sweeper without complying with the provisions of Section 25F, G & H of the Industrial Dispute Act, 1947 is illegal and unjustified if so to what relief the workman is entitled to?"

After receiving the reference, both of the parties were informed to file their respective pleadings. From perusal of statement of claim of the workman, it is evident that the case of the workman in short is that she was appointed as P.T.E. against leave vacancy and has performed duty in different branches at Chandigarh since 8 years. She has completed 240 days of work in every calendar year. She has worked in Sector 36/, Sector 32-D, Sector 47C and Sector 35-B. Her juniors were retained in services and their services were regularized by the management of the Bank, whereas, her services were terminated against the provisions of the Act. On the basis of above facts, the workman has prayed for an order for setting aside her termination and direction to management to reinstate her services with full back wages along with consequential benefits including regularization of her services.

The management of the bank opposed the statement of claim by filing written statement. It was contended in the

written statement that she was appointed as a daily wagger which is a purely temporary in nature and the contract of engagement comes to an end on the same day. It is also contended that a daily wagger is not an employee of the bank and she cannot claim any relief of regularization/Pay Scale wages etc. It is accepted by the management that the petitioner worked on daily wages in different branches of the bank on various days intermittently during 1996 to 2002. It was further contended that she had not completed 240 days of work with the Bank in any of the calendar year. Hence, she is not entitled for any relief under the provisions of the Act. Details of working days of the workman were also mentioned by the management in written statement. Regarding the appointment of the juniors of workers, it was further more contended by the management of the bank that their recruitments and appointments were made as per the procedure laid down in the rules of the bank. The workman cannot claim a parity with their recruitment. The procedure of appointment of all the three employees was given in written statement.

Both of the parties were afforded the opportunity of being heard. The opportunity for adducing evidence was also afforded to the parties. Smt. Maya Devi filed the affidavit in support of her claim and was cross-examined by the learned counsel for the management on 13-04-2009. The chief-examination of Smt. Shyama Devi as WW2 was also recorded for the workman and she was also cross-examined by the learned counsel for the management on 23-04-2009. Shri Anant Jatana filed his affidavit for the bank and he was cross-examined as MW-1 by the learned counsel for the workman.

With her statement of claim, petitioner filed letter bearing reference No. 8/HO/2527/2001/P&T dated 01-08-2001, written by Shri V.R. Waloor, Chief Manager to the Divisional Manager, Canara Bank on application of Smt. Maya Devi for the post of P.T.E. The application on which the said letter dated 08-01-2001 was written has also been filed. The workman has also filed the Certificate bearing reference No. 8/HO/STF/12/97 DRC dated 10-05-97 and another Certificate bearing reference No. 8/HO/STF/313/96/DRC Dated 19-02-97. The workman also preferred to file minutes of the joint Conference held between the representatives of the Canara Bank and the representatives of the Canara Bank Employees Union at Head Office, Bangalore on 4th and 5th August 2006. The management has filed all the photo copies of the vouchers Exhibit, WW-2 to WW69.

The management of the bank has also filed the following documents :-

- (i) A letter regarding Smt. Maya Devi bearing reference No. CHSW/2984/2k4/PKK Dated 05-08-2004 written by Shri K. Bhaskar, Assistant General Manager to the Chief General Manager.
- (ii) Letter written by Shri K. Bhaskar to the Senior Manager Canara Bank Sector 47 regarding Smt. Maya Devi bearing reference No. CHSW/2984/2k4/PKK Dated 05-08-2004.
- (iii) Copy of the letter written by (not clear) to Senior Manager, Canara Bank, Circle Office, Chandigarh bearing No. Misc./254/09 Dated 09-04-2009.

(iv) A statement regarding duties of part time employees.

(v) The copy of Demand Notice given by the workman to the Chief Labour Commissioner, Chandigarh.

Parties were heard at length. The main contention of the learned counsel for the workman is that the services of the workman were terminated against the provisions of the Act. Juniors were not only retained in service but their services were regularized, whereas, the services of the workman were terminated without notice or retrenchments compensation. It was further argued by learned counsel for the workman that workman had completed 240 days of work in every calendar year and the statement of working days shown by the management is incorrect. Incomplete records have been filed. The copies of all the vouchers have not been provided to this Tribunal and adverse inference, accordingly, should be taken against the management.

Learned counsel for the management argued that it is the admitted claim of the workman that she was appointed as P.T.E. against leave vacancy. She has not completed 240 days in any of the calendar year, and according to the learned counsel for the management, she is not entitled for any relief. Duty of the Tribunal is to separate grains from the chaff. The workman might have contended otherwise regarding the nature of her appointment/engagement, but the Tribunal has to answer the reference on the basis of the real facts on the nature of appointment/engagement that workman worked as Daily Wager in different Branches of the Bank. The copies of the vouchers filed by the Management also prove that she worked as a daily wagger in different branches of the bank. But the application moved by Smt. Maya Devi to the Senior Manager, Canara Bank, Staff Section Circle Office, Chandigarh which was properly forwarded by Shri V.R. Walia, Chief Manager to the Divisional Manager, Canara Bank, Circle Office, Chandigarh prove that intermittently she also worked as P.T.E. The documents filed by the workman have not been denied by the witness of the management, but it is contended that the documents are of the bank. The evidence of WW-2 also proves that workman for sometime worked as daily wagger and sometime as P.T.E. against the leave vacancy. Two certificates of work experience issued by the bank shows that the workman was working with the bank in its different branches from 1996 to 2005.

It is the duty of the workman to prove that she worked with the management for 240 days even as daily wagers to claim the protection of the provisions of the Act. It is the oral contention of the workman only that she worked continuously with the management of the bank and had completed 240 days of work in every calendar year. The documents provided by both of the parties are unable to prove that workman worked for 240 days in the previous calendar year preceding to the date of her termination. But this issue will not make any difference in this reference because the workman has specifically contended and argued that her juniors were retained in the services, whereas, her services were terminated. She has also indicated the names of the persons who are still working

with the Bank. It has been the contention of the workman that Sh. Ashok Kumar, Smt. Sunita and Shri Rishi Pal were retained in service and their services were regularized thereafter, whereas, her services were terminated.

In written statement, the management of the bank has submitted that Shri Ashok Kumar was selected through Employment Exchange with effect from 05-05-2001, Smt Sunita has worked at Sector 8-C, Chandigarh Branch and while working there from 01-07-1996 to 08-04-1997 she has completed 240 days, and thereafter, she was recruited as P.T.E. with effect from 31-07-2000. Regarding the services of Shri Kesh Pal, it was mentioned by the management of the bank that he was engaged by the bank against the leave vacancy of P.E.T. and on demise of Shri Rishi Pal, P.T.E. he was engaged continuously in the said vacancy, and thereafter, he was absorbed as P.T.E. on 29-10-1999.

Learned counsel for the management has very strongly contended that the service of the workman was not recruited through the Employment Exchange. She was not law-fully appointed. But the method and the manner of the appointment of three workmen is different in three cases. As per the contention of the management Shri Ashok Kumar was selected through Employment Exchange, Smt. Sunita was appointed as she had completed 240 days of work, whereas, Shri Kesh Pal was absorbed in the service on the demise of Shri Rishi Pal P.T.E. It is not the contention of the management of the bank that appointment of Shri Kesh Pal has any nexus with the demise of Shri Rishi Pal, P.T.E. and such appointment was made in dying in harness on compassionate grounds. Thus, for three different workmen different procedure was adopted by the bank. The relevant record recording the appointment and recruitment of Shri Ashok Kumar, Smt. Sunita and Shri Kesh Pal has not been provided to this Tribunal to know that they were juniors to the workman and they were provided with the job against permanent vacancy. The best evidence regarding this is lying in the custody of the bank and reasons known to the bank, the same was not filed.

It has been the specific contention of the workman that juniors to him were retained in service and their services were regularized, whereas, services of the workman were terminated. It was orally denied by the management by giving the procedure of appointment of the three workmen against which the workman claimed her seniority. No documents were provided with to this Tribunal to prove that all the three persons were senior to the workman. Accordingly, adverse inference shall be taken by this Tribunal. Nature of this adverse inference shall be that workman shall be considered to be senior to all the three persons appointed by the management while the services of the workman were terminated.

May be workman had worked even for a day, it gives the legislative protection under the umbrella of the Act to protect her seniority. If any person is recruited after the termination of the services of the workman for similar nature of work, the termination shall be void being against the provisions of the Act. The nature of work of all the three persons namely; Shri Ashok Kumar, Smt. Sunita and Shri Kesh Pal is same. As stated earlier, that the workman Smt. Maya Devi worked sometime on the daily wages and sometimes against the leave vacancy as P.T.E. It was the

legislative mandate to honour her seniority by the management. In this case, this seniority has been violated by the management by providing the work and regularizing the services of three workmen by three different modes without affording the proper opportunity to the workman. Hence, the termination of the workman is illegal and void being against the provisions of the Act.

Whenever, the termination of the workman is declared by the Tribunal void and illegal being against the provisions of the Act, there are two possible remedies available. The workman can be reinstated into the services with or without back wages as per the recently settled norms of the service jurisprudence, and the other remedy available is a reasonable compensation.

It is one of the fundamental principles of the service jurisprudence that if the work is available the preference should be given for reinstatement of services to the workman and it should be in exceptional cases that reasonable compensation should ordered to be given to the workman. There is nowhere in the pleadings and evidence of the management of the bank that similar nature of work is not available with the management. Accordingly, I am of the view that reinstatement of workman into the services in the same capacity as she was working at the time of her retrenchment is the appropriate remedy without back wages but the seniority of the workman shall be protected.

Learned counsel for the management has also argued that as per the law laid down by the Hon'ble Apex Court in Secretary, State of Karnataka & others Versus Uma Devi & Others J.T. 2006(4)-SC-420, the workman cannot claim the regularization of the services. The issue before this Tribunal is otherwise. The issue is whether the workman who was working as daily waged worker with the management of the bank was denied the opportunity for regularization, whereas similarly placed workman were considered for absorption and regularization. The law laid down by Hon'ble Apex Court in Uma Devi's case (supra) does not prevent to remedy the violation of the right of any workman who has been subject to the violation of principle of natural justice. As stated earlier, the three persons were recruited and absorbed in the services by the bank by different modes. It is not the claim of the bank as well as that initial appointment/engagement of the workman was illegal. Moreover, the management has filed a list to prove the duties of a workman who has been engaged as a daily wage. It proves that the initial engagement of the workman was perfectly lawful and it was not open to the management of the bank to violate the seniority of the workman.

Accordingly, the termination of the workman is illegal. The management of the bank is directed to reinstated the services of the workman within one month from the date of publication of this award. The management of the bank is further directed to extend the same legal protection regarding the regularization and absorption of the services of the workman in the same way as is given to three person juniors to the workman. It is hereby made clear that the workman will not be entitled for the back wages but her seniority will be protected. Let Central Government be approached for publication of Award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 2 सितम्बर, 2009

का.आ. 2681.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडीकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 81/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-9-2009 को प्राप्त हुआ था।

[सं. एल-12012/25/97-आई.आर. (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 2nd September, 2009

S.O. 2681.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.81/98) of the Central Government Industrial Tribunal/Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Syndicate Bank of India and their workman, which was received by the Central Government on 1-9-2009.

[No. L-12012/25/97-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL-TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. I.D. 81/98

The Chairman, Syndicate Bank Employees Union, C/o Syndicate Bank, Bank Square, Sector-17-B, Chandigarh-160017.

.....Applicant

Versus

The Deputy General Manager, Syndicate Bank, Zonal Office, Sarojini House, 6, Bhagwan Dass Road, New Delhi-110001.

.....Respondent

APPEARANCE

For the Workman : Shri Dharam Singh

For the Management : None

AWARD

Passed on 25-8-2009

Central Government vide notification No. L-12012/25/97-IR (B-II) dated 21-4-98 has referred the following dispute to this Tribunal for adjudication :

“Whether the demands of the Union not to pass the cheque/instruments more than the limit

prescribed in the settlement to the Special Assistant is justified or not? If not, to what relief the concerned workman entitled and from what date?”

2. Case is taken up in Lok Adalat. On behalf of the workman/union Shri Dharam Singh, Chairman, Syndicate Bank Employees Union is present. He filed a letter that the union does not intend to pursue the case further & withdraw the same. In view, of the letter filed by the union, the present reference is returned to Central Government as settled in Lok Adalat. Central Government be informed, and thereafter file be consigned to record room.

Chandigarh

25-8-2009

G. K. SHARMA, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2009

का.आ. 2682.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण असनसोल के पंचाट (संदर्भ संख्या 54/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-9-2009 को प्राप्त हुआ था।

[सं. एल-22012/204/2004-आई.आर. (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 3rd September, 2009

S.O. 2682.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the Industrial Dispute between the management of C.L. Jambad Colliery, Kenda Area of M/s. ECL and their workmen, received by the Central Government on 3-9-2009.

[No. L-22012/204/2004-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM-LABOUR COURT,
ASANSOL**

Present : Sri Manoranjan Pattnaik, Presiding Officer

Reference No. 54 of 2006

Parties : The Industrial Dispute between the management Khas Kajora Colliery, Kenda Area

Vrs.

Their workman

REPRESENTATIVES

For the management : P. K. Das, Advocate

For the union (Workman) : Sri S. K. Pandey, General
Secretary, K.M.C.

Industry : Coal

State : West Bengal

Dated the 16-7-2009

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and Sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour vide its letter No. L-22012/204/2004-IR (CM-II) dated 11-8-2006 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of C.L. Jambad Colliery under Kenda Area of M/s ECL in dismissing Sri Sunil Dome, Fitter, from service w.e.f. 13-9-2000 is legal and justified? If not, to what relief is the workman concerned entitled?"

2. On receipt of the Order No. L-22012/204/2004-IR (CM-II) dated 11-8-2006 of the above mentioned reference from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 54 of 2006 was registered on 18-9-2006 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

3. The case of the workman in short is that he (the workman) worked as a Fitter of C.L. Jambad Colliery in Kenda Area of Eastern Coalfields Limited being appointed on 1-1-1980 in place of his father who took voluntary retirement. On the basis of a complaint lodged by one Smt. Dhoni Dome against the workman that he is not the son of Mochiram Dome, the management charge sheeted the workman and without affording proper opportunity to defend dismissed him from service by order dated 13/14-9-2000. An enquiry was subsequently held pursuant to the direction of Hon'ble High Court at Calcutta but ignoring the statement of even the complaint Smt. Dhoni Dome in support of the workman, the Enquiry Officer found the misconduct of the workman who was consequently dismissed.

4. Without refuting the fact relating to the circumstance of appointment of the workman the management has banked on the complaint Dhoni Dome claiming herself as the only issue of Mochiram and disowning the workman as her brother.

5. On perusing the assertion of the parties in their averment, the evidence both documentary and oral and having heard both the sides it is found that the main plank of dismissal of the workman from service resolves around the complaint made by Dhoni Dome. In the domestic enquiry statement of material witness including the workman, Dhoni Dome, have been taken and documents like the voter Card, Ration Card etc. have been examined. Dhoni Dome has explained the circumstance and reason of filing of the complaint and by resiling from her stand later on supported the claim of the workman by declaring that workman in fact is the son of Mochiram. Her husband too has affirmed the same. She has admitted that being ill advised she filed the complaint. Admittedly, neither herself nor the management has lodged FIR at the police station for prosecution of the workman nor the claim of the workman has been falsified in any declaratory suit in the civil court. It has simply been referred on the enquiry report about a compromise of a civil suit between the workman and Dhoni Dome without the terms of compromise being established nor showing anything contrary to the claim of the workman. The Voter I. D. Card and other documents on record like from overwhelmingly established the fact that the workman is the son of Mochiram. The witness like the personal manager Sri A. N. Petere admits that he has never received any complaint against the workman in this regard. It is established law that rigorous and thread bear examination or evaluation of evidence on record is not warranted nor high standard of evidence is required to establish a fact in such case. But taking into consideration some contradiction and on surmisation of facts in the domestic enquiry and ignoring the face value of documentary evidence and above all without giving weight to the admission of fact by the complainant Dhoni Dome herself and without seeing the facts in preponderance to the probabilities the Enquiry Officer handed in erroneous conclusion that the workman was not the son of Mochiram. Evidence of the witness in the enquiry proceeding and that of the workman in the court have not been demolished. As such it can safely be concluded that dismissal of Sri Sunil Dome from service by the Employer w.e.f. 13-9-2000 is not legal and justified. In absence of proof of his lispendis gainful employment elsewhere, the workman entitles himself reinstatement in service with all benefit and back wages. A award needs to be passed accordingly in his favour. It is ordered.

ORDER

Let an award be and same is passed as per above. Copy of the award be sent to the Ministry of Labour & Employment, Government of India, New Delhi.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2009

का.आ. 2683.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक

के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 37/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-2009 को प्राप्त हुआ था।

[सं. एल-12011/67/2004-आईआर(बी-11)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 3rd September, 2009

S.O. 2683.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 37/2004) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank of India and their workman, which was received by the Central Government on 2-9-2009.

[No. L-12011/67/2004-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL CUM-LABOUR COURT NO. 1, NEW
DELHI KARKARDOOMA COURT COMPLEX
DELHI**

I.D. No. 37/2004

In the matter of dispute between :

Shri Tilak Ram through,
The Organizing Secretary,
Syndicate Bank Staff Association,
B-I, Bareilly Officers Colony Sarvodaya Nagar,
Kanpur (U.P.) -208025

.....Workman

Versus

The Deputy General Manager;
Syndicate Bank,
Zonal Office, Skylark, Building,
Naval Kishore Marg,
Lucknow -226001.

.....Management

AWARD

Regional Office Ghaziabad was in need of a few temporary attenders, to perform intermittent duties arising on leave vacancies. A letter was written to Employment Exchange, Ghaziabad, seeking names of eligible candidates, whose services could be utilized as temporary attender, as and when required by various branches of the bank in Ghaziabad Region. Name of Tilak Ram, alongwith a few others, was sponsored by the Employment Exchange. Tilak Ram's name was empanelled by the Regional Office of the

bank. He was appointed for the first time as a temporary attender on 25-8-87, to work at Jarcha branch of the bank. Thereafter he was appointed time and again at various branches of the bank in Ghaziabad Region, where he worked till 15-5-2002. Services rendered by Tilak Ram from 25-8-87 till 15-5-2002 were treated as temporary by the bank, without any benefit of seniority or scale of pay etc. Aggrieved by the said action, Tilak Ram raised a demand, which was declined. He raised a dispute before the Conciliation Officer. Since conciliation proceedings failed, appropriate Government referred the dispute to this Tribunal, vide order No. L-12011/67/2004-IR (B-II) dated 19-7-04 with following terms :

“Whether the action of the management in treating the service rendered by Shri Tilak Ram during the period from 25-8-1987 to 15-5-2002 as temporary and denying him the benefits of regular service for the said period is just, fair and legal? if not, what relief is the concerned workman entitled to?”

2. The workman filed claim statement, pleading therein that he is permanent employee of the Management Bank vide order of appointment dated 16-5-2002. Prior to that he was appointed in temporary capacity w.e.f. 25-8-87, at various branches of the bank. The Divisional Office of the bank at Ghaziabad (U.P.) sent requisition to the Employment Exchange, Ghaziabad, for appointment to the post of Attender/Peon. In response to the said communication, the Employment Exchange sponsored name of the workman for the said post in 1987. Vide letter dated 28-2-87, he was required to appear for interview/test on 17-3-87, for appointment in permanent/temporary vacancies of Attender/Peon. He appeared at the aforesaid interview/selection test held at the management's Divisional Office at Ghaziabad. On the basis of the said interview/selection test, a list of 10 candidates including the workman was published by the Zonal Office, Lucknow, for appointment as “Attender”. The appointments were to be made on leave vacancies. However the workman was appointed by the bank against permanent requirement of the Attender in various branches of the Bank from time to time since 25-8-87. He was appointed at Jarcha branch of the bank on 25-8-87 for the first time. From that date he worked continuously till he was appointed on regular/permanent service. The management, during the alleged period of temporary service of the workman, issued various letters of appointment from time to time, purporting to appoint him in service of the bank as temporary Attender at a particular branch for a particular period against permanent vacancies. At no point of time the Bank specified in whose leave vacancy the workman was appointed.

3. Workman presents that the bank used to terminate his services illegally, only with a view to show discontinuity in his service. It was so done with a view to

deprive him from availing benefits attached to his service, as per the rules, Bipartite Agreements and Awards. During the alleged period of temporary service, the bank only paid him at lump sum rates, though he was entitled to wages and allowances, as prescribed for the members of the Subordinate Staff, as per Bipartite Settlement enforced from time to time. From 25-8-87 to 15-5-2002 there were permanent vacancies of Attender in various branches of the Bank, in which he worked as temporary employee. Letters addressed by various branches of the bank to the Zonal Offices as well as the Divisional Offices give confirmation to this fact. The workman wrote to the bank for regularization of his services by way of various representations. However, the management bank failed to elicit any reply or response to the genuine and lawful demand of the workman. He was constrained to file a writ petition, wherein an order was passed in his favour on 21-2-97.

4. Thereafter, the workman was appointed at Ravli Branch of the bank. He was arbitrarily relieved from the Branch on 26-2-1997 and directed to report at Zonal Office of the bank at Lucknow. The Divisional Office of the bank at Ghaziabad U.P., sought clarification in view of the Order of the Hon'ble High Court and thereafter the workman was finally given appointment as a probationer Attender at Raj Nagar Branch of the bank on 16-5-2002. He was confirmed in the Post of Attender vide letter dated 22-8-2002. But he was totally deprived from the service benefits for the period of the temporary service. Thereafter the Syndicate Bank Staff Association sent a detailed demand notice dated 22-10-2003 on the management, calling upon them to give all service benefits to the workman for alleged temporary service. He pleads that services benefits for service rendered during the period 25-8-87 to 15-5-2002 may be awarded to him specifically, (a) sick leave (b) earned-leaves (c) leave for concession (d) Promotion (e) rotation allowance (f) uniform (including washing allowance) (g) cycle allowance (h) annual increment benefits (i) medical benefits (j) seniority (k) EPF deductions and the bank Contribution, (l) demand consumer loans and other benefits as available to permanent employees of the staff Cadre.

5. Contest was given by the management, pleading therein that the dispute raised is not maintainable as it relates to dispute other than dismissal, discharge, retrenchment or termination. It has been projected that the workman was appointed w.e.f. 16-5-2002 as an attender. Prior to that appointment, he worked as temporary attender intermittently during 1987 to 1992. The documents filed by the workman elucidates the nature of vacancies on which he was appointed. Since he was appointed on temporary vacancies caused by leave/absence of regular attenders and not in any permanent vacancy, hence his claim for regularization from the back date is void ab initio.

6. Management presented that the bank had called for the names of the eligible candidates from the

Employment Exchange, Ghaziabad, for preparing a panel of candidates, whose services could be utilized as temporary attenders, as and when required by the branches of the bank in Ghaziabad Region. In the list supplied by the Employment Exchange, Shri Tilak Ram's name was appearing. He was called for the interview on 17-3-87 and his name was included in the panel of candidates, who were selected for appointment as temporary attenders. Workman was not appointed to fill up the permanent vacancies, arising in various branches of the bank. He was appointed temporarily for specific periods and his services were discontinued as per those orders. Management presents that the letters of appointment issued to the workman clearly specifies the nature of his services and such his claim for regularization could not be considered, being violative of the rules and procedure of the bank. In pursuance of order dated 21-2-1997 of the Hon'ble High Court of Judicature at Allahabad, the bank has entrusted him temporary attender duties at various branches as and when temporary vacancy arose, till his final absorption into the cadre of attender in the Bank on 16-5-2002. Taking into consideration the service rendered by him on temporary basis for more than three months, his probation was kept only for 3 months instead of six months as per clause 20.8 of the Bipartite Settlement. This was informed in the appointment letter dated 8-5-02. In view of the above, the contention of petitioner is totally wrong and hence denied.

7. Management opted to abandon the proceedings w.e.f. 8-3-2007. Consequently management was proceeded ex parte vide order dated 4-10-2007.

8. Workman tendered his affidavit in his evidence wherein he swears that he was appointed as temporary attender vide letter dated 21-9-87. He took over the charge of the said post at Jarcha branch of the bank on 22-9-87. He projects that for appointment to the said post Regional Office of the bank had sent request to the Employment Exchange, Ghaziabad, and as such his name was sent to the bank. He was called for interview vide letter dated 28-2-87 and interview was held on 17-3-87. He was selected for the said post. He was appointed from time to time at various branches of the bank till he was finally appointed as regular attendant with all service benefits. During the period of his temporary service, various appointment letters were issued from time to time, to work as temporary attender at a particular branch for a particular period. Though it was mentioned that he was appointed against leave vacancy, but he was never informed that against whose (name of the employee) leave vacancy he was appointed. His services were terminated illegally and malafidely only with a view to discontinue his service. He wrote letter dated 28-12-96 claiming permanent appointment. Letter dated 20-10-2003 was sent by the Union to the bank authorities. During the period of his temporary service he was paid only wages and allowance prescribed for sub-staff. He worked at Raj

Nagar branch of the bank from 22-6-92 to 18-8-92, at Ravli branch from 7-4-93 to 24-8-93, at Noida branch from 20-5-95 to 28-5-95 again at Ravli branch from 11-4-96 to 21-8-96. During the temporary service from 25-8-87 to 15-5-2002 permanent vacancies of attender were in existence at various branches of the bank. He was not regularized in services, which act is against the terms of Bipartite Settlements and awards. Since the management had not regularized his services, he filed a writ petition before the High Court of judicature at Allahabad, which was disposed of on 21-2-97, with the directions that in case any casual or regular vacancy is available in any branch of the bank at Ghaziabad, within control of Divisional Office, he may be continued as Attender on the same pay and allowances which he was getting at present till the continuance of the vacancy. Thereafter he was appointed at Ravli branch of the bank, from where he was relieved on 26-2-97. He was directed to report at Zonal Office of the bank at Lucknow. However, the Divisional office sought clarification of the order and he was finally given an appointment as probationary attender at Raj Nagar branch of the bank on 16-5-2002. He was confirmed in service as attender vide letter dated 22-8-2002, but was deprived from the service benefits of past service rendered by him. At no point of time he was appointed for work of any essentially temporary in nature or employed as an additional hand in connection with any increase in the work of permanent nature. As per the provisions of Bipartite Settlement dated 19-10-66 he was appointed to fill a permanent vacancy. However, his period of employment was not allowed to exceed three months with a view to deprive him with benefit of continuity of service. He claims service benefits of service rendered by him during 25-8-87 to 15-5-2002 viz. sick leave, earned leave, leave for concession, promotion, rotation allowance, uniform including washing allowance, cycle allowance, mutual increment benefits, medical facilities, seniority, E.P.F. deductions alongwith banks contribution and facility of consumer loan etc., as available to permanent employee of the staff cadre.

9. Arguments were heard at the bar. Shri Om Prakash Sharma, Authorised Representative advanced arguments on behalf of the workman. None came forward on behalf of the management to present their point of view. I have given my careful consideration to the arguments advanced and cautiously perused the record. My findings on issues involved in the controversy are as follows :

10. Para 20.7 of Bipartite Settlement dated 17-10-66 defines a temporary employee. For sake of convenience the said definition is extracted thus :

“Temporary Employee means an employee who has been appointed for a limited period for work which is essentially of a temporary nature or who is employed temporarily as an additional workman in connection with a temporary increase in work of a permanent

nature and includes an employee other than permanent employee who is appointed in a temporary vacancy caused by the absence of a particular permanent employee.”

11. Clause 20.8 of the Bipartite Settlement dated 17-10-66 makes provision for appointment in temporary capacity against a permanent post. The provisions are quoted as below :

“A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the Bank shall make arrangements for filling up the vacancy permanently. If such a workman is eventually selected for filling up vacancy, the period of such temporary employment will be taken into account as part of his probationary period.”

12. Out of proposition laid above it is evident that a temporary employee is to be appointed for a limited period of work which is essentially of a temporary nature. Such a person can be employed as an additional hand in connection with temporary increase of a work of a permanent nature or to fill up the leave vacancy caused by the absence of a particular permanent employee. In case a temporary employee is appointed to fill a permanent vacancy, in that situation his appointment shall not exceed a period of three months and bank shall make arrangement to fill up that vacancy permanently. In the event of his selection for that post, the period of his temporary employment will be taken into account as a part of his probationary period. Therefore, it is emerging over the record that in case an employee is appointed temporarily against a permanent vacancy, his term of employment shall not exceed three months and during that period bank shall make efforts to fill up the vacancy permanently and on his selection for that post, his temporary appointment will be taken into account as a part of his probationary period.

13. As borne out of the record, Tilak Ram was appointed for the first time at Jarcha branch of the Bank on 25-8-97, for a period of 15 days. He worked there upto 8th of September, 87. He was again appointed in the said branch on 22-9-87 and at that juncture he worked for 15 days only. He was appointed as Divisional Office Jarcha on 9-11-87 and at that juncture he worked for 6 days only. He was appointed at Moma (Noida) branch of the bank on 16-11-87 and in that stint he worked for 30 days. In the like manner he was appointed at Jarcha branch, Divisional Branch, Khilora branch, Jarcha branch, Khilora branch, Sonds branch and Hapur branch of the bank with a specific period for which he was to serve against a leave vacancy. Likewise he was appointed time and again at various branches of the bank in 1988, in 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000 and 2001. At no point of time his appointment letter indicated that he

was appointed against a permanent vacancy in a temporary nature. Always an appointment letter was issued to him specifying the period for which he was appointed in a particular branch of the bank. It is emerging out of the record that Shri Tilak Ram was appointed against leave vacancy, in various branches of the bank time and again. He was never appointed against a permanent vacancy in temporary manner.

14. Tilak Ram claims that his name was sponsored by the Employment Exchange, Ghaziabad and he was interviewed for the post of temporary Attendar. He nowhere establishes that the Selection Committee, who conducted his interview was properly constituted under the rules. It is not his case that permanent vacancies were available when his name was sponsored by the Employment Exchange, Ghaziabad and thereafter prescribed procedure for recruitment for the post of Attendar was followed. It has not been projected by him that at the time of his selection norms of reservation policies were followed. It has also not been shown that candidates of minor communities were also considered and appointed, when his name was selected for appointment as temporary Attendar in the bank. Therefore, out of the facts projected by Tilak Ram, it nowhere comes over the record that procedure prescribed for appointment to the post of a regular Attendar was followed:

15. A "seasonal workman" is engaged in a job which lasts during a particular season only, while a temporary workman may be engaged either for a work of temporary or casual nature or temporarily for work of a permanent nature, but a permanent workman is one who is engaged in a work of permanent nature only. The distinction between permanent workman engaged on a work of permanent nature and a temporary workman engaged on a work of permanent nature is, in fact, that a temporary workman is engaged to fill in a temporary need of extra hands of permanent jobs. Thus when a workman is engaged on a work of permanent nature which lasts throughout the year, it is expected that he would continue there permanently unless he is engaged to fill in a temporary need. In other words a workman is entitled to expect permanency of his service. Law to this effect was laid by the Apex Court in *Jaswant Sugar Mills* [1961 (1) LLJ 649].

16. As per the case of the workman his name was called from the Employment Exchange to appoint him as temporary attender against a leave vacancy. Record tells that time and again he was appointed against a leave vacancy by the management bank in its various branches under Divisional Office, Ghaziabad. It has not been shown by the workman that he was appointed against a permanent vacancy or against a work of permanent nature. Consequently, it is evident that the workman was appointed against a work of temporary nature only. A temporary workman would not acquire permanency of tenure

merely because he is employee in a permanent department or given some benefit ordinarily enjoyed by the permanent workman. Such proposition was laid in *Rohas Industries Limited Vs. Brijnandan Pandey* [1956 (2) LLJ 444].

17. Some casual workmen employed in a canteen, raised demand of permanency in service. The Tribunal directed that from particular date they should be treated as probationer and appointed in permanent vacancy without going into the question as to whether more than permanent workmen were necessary to be appointed in the canteen, over and above the existing permanent strength to justify the making of the casual workman as permanent, where they were working. Neither there was any permanent vacancy in existence nor the Tribunal directed for creation of new posts. When the matter reached the Apex Court, it was announced that the Tribunal was not justified in making these directions. The workman may be made permanent only against permanent vacancies and not otherwise announced the Apex Court in *Hindustan Aeronautics Limited Vs. their workmen* [1975 (11) LLJ 336].

18. In *Uma Devi* [2006 (4) SCC 1] the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submissions of the workmen to be made permanent on the post which was held by them in temporary or ad hoc capacity for a fairly long spell. The Court ruled thus:

"With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insist on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent - the distinction between regularization and making permanent, was not emphasized here - can only encourage the State, the modal employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in *Piara Singh* [1992 (4) SCC 118] is to some extent inconsistent with the conclusion in para 45 of the said judgment therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent."

19. Taking note of some of recent decisions the Apex Court held that the State does not enjoy a power to make appointments in terms of article 162 of the Constitution. The Court quoted its decision in *Girish Jyanti Lal Vaghela* [2006 (2) SCC 482] with approval, wherein it was ruled thus :

“The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee whose members are fair and impartial through a written examination or interview or some other rational criteria for judging the *inter se* merit of candidates who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidates get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under article 16 of the Constitution.”

20. In *P. Chandra Shekhara Rao and Others* [2006 (7) SCC 488] the Apex Court referred *Uma Devi's Case* (Supra) with approval. It also relied the decision in *Uma Rani* [2004 (7) SCC 112] and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In *Somveer Singh* [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedure cannot be regularized.

21. Here in the case workman was appointed against leave vacancies for specific periods. His appointment was not in consonance with the prescribed procedure, followed by the Bank in recruitment of regular posts. In such a situation he is not entitled for regularization on the post from 25-8-87 to 15-5-2002, when he worked as a temporary Attender at different branches of the bank for specified periods. Action of the management is not according benefits of regular service in fair, just and legal. The workman is not entitled to any relief on that count. An Award is accordingly passed. It be sent to the appropriate Government for publication.

DR. R. K. YADAV, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2009

का.आ. 2684.- कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 अक्टूबर, 2009 को

उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा 76 की उप धारा- (1) और धारा 77ए 78ए 79 और 81] के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) के उपबंध गुजरात राज्य के अलग की सम्पूर्ण राजस्व व पंचायत सीमाएं एवं सोसिया गांव, गुजरात मेरीटाईम बोर्ड शिप रिसाइकलिंग यार्ड द्वारा शामिल अधिगृहीत प्लाट्स क्षेत्र में प्रवृत्त होंगे, अर्थात्:-

[सं. एस-38013/39/2009-एस. एस. I]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 8th September, 2009

S.O. 2684.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st October, 2009 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters V and VI [Except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act, shall come into force within the Revenue & Panchayat limits of Alang & Sosiya villages including the plots acquired by Gujarat Maritime Board Ship Recycling yard in the State of Gujarat.

[No. S-38013/39/2009-S.S-I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 15 सितम्बर, 2009

का.आ. 2685.- जबकि मैसर्स विज्ञान इंस्ट्रूज लि. [कर्नाटक (उत्तर) क्षेत्र में कोड संख्या के. एन./4995 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खंड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कम हितकर नहीं हैं और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त उक्त प्रतिष्ठान के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-4-2000 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/35/2000-एस. एस. II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 15th September, 2009

S.O. 2685.—Whereas M/s. Vignyan Industries Ltd. [under Code No. KN/4995 in Karnataka (North) Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character. *

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-4-2000 until further notification.

[No. S-35015/35/2000-S.S.II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 15 सितम्बर, 2009

का.आ. 2686.— जबकि मैसर्स अशोक लेलैंड लि. (राजस्थान क्षेत्र में कोड संख्या आर. जे./4100 के अंतर्गत) (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खंड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कम हितकर नहीं हैं और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त उक्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-11-1986 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/89/2009-एस. एस. II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 15th September, 2009

S.O. 2686.—Whereas M/s. Ashok Leyland Ltd. (under Code No. RJ/4100 in Rajasthan Region) (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-11-1986 until further notification.

[No. S-35015/89/2009-S.S.II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 15 सितम्बर, 2009

का.आ. 2687.— जबकि मैसर्स नेशनल बिल्डिंग्स कंस्ट्रक्शन कार्पोरेशन लि. [दिल्ली (उत्तरी) क्षेत्र में कोड संख्या डीएल/5563 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खंड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कम हितकर नहीं हैं और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त उक्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-4-1983 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/12/2008-एस. एस. II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 15th September, 2009

S.O. 2687.—Whereas M/s. National Buildings Construction Corporation Ltd., [under Code No.DL/5563 in Delhi (North) Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-4-1983 until further notification.

[No. S-35015/12/2008-S.S.II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 15 सितम्बर, 2009

का.आ. 2688.—जबकि मैसर्स हिन्दुस्तान कॉपर लि. (राजस्थान क्षेत्र में कोड संख्या आर. जे./2482 के अंतर्गत) (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खंड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कम हितकर नहीं हैं और कर्मचारी भी समान प्रकृति के किसी अन्य

प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त उक्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 22-1-1987 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/38/2009-एस. एस. II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 15th September, 2009

S.O. 2688.—Whereas M/s. Hindustan Copper Ltd. (under Code No. RJ/2482 in Rajasthan Region) (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 22-1-1987 until further notification.

[No. S-35015/38/2009-S.S.II]

S. D. XAVIER, Under Secy.